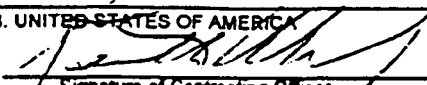


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-S1	PAGE 1	OF PAGE
2. CONTRACT (Proc Inst. Ident.) NO. N61339-97-C-0001		3. EFFECTIVE DATE 1997 JAN 01		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0004		
5. ISSUED BY Naval Air Warfare Center Training Systems Division 12350 Research Parkway Orlando, FL 32826-3275 Code 2722/V. Eric West/(407) 380-4064		CODE N61339		6. ADMINISTERED BY (If other than Item 5) CODE N66604 Naval Undersea Warfare Center Division, Newport 1176 Howell Street Newport, RI 02841-1708 Code 3891		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Range Systems Engineering Company 2 Wayside Road Burlington, MA 01803				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) SEE SECTION F		
				9. DISCOUNT FOR PROMPT PAYMENT NET 30		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		
CODE OVNW9		FACILITY CODE		ITEM BLOCK 12		
CODE		CODE		12. PAYMENT WILL BE MADE BY CODE SC1016 DFAS-Columbus Center DFAS-CO/Bunker Hill Division P.O. Box 182077 Columbus, OH 43218-2077		
SEE SECTION F						
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SECTION B FOR REQUIRED SUPPLIES/SERVICES AND APPLICABLE PRICES						
CHECK 18 OFFER ACCEPTED: Range Systems Engineering Company proposal of May 20, 1996, as modified by Range Systems Engineering Company letters of September 19, 1996, October 29, 1996, and November 15, 1996 (Best and Final Offer).						
				15G TOTAL AMOUNT OF CONTRACT \$149,401,185		
16. TABLE OF CONTENTS						
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B-1 - B-2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.
	C	DESCRIPTION/SPECS./WORK STATEMENT	C-1 - C-3		J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING	D-1			PART IV - REPRESENTATIONS AND INSTRUCTIONS
	E	INSPECTION AND ACCEPTANCE	E-1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
	F	DELIVERIES OR PERFORMANCE	F-1 - F-3		L	INSTRS., CONDS., AND NOTICES TO OFFERORS
	G	CONTRACT ADMINISTRATION DATA	G-1 - G-4		M	EVALUATION FACTORS FOR AWARD
	H	SPECIAL CONTRACT REQUIREMENTS	H-1 - H-31			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation if any, and (c) such provisions, representations, certifications, and specifications, as attached to or incorporated by reference herein. (Attachments are listed herein)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N61339-96-R-0017 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				20A. NAME OF CONTRACTING OFFICER KEITH ULRICH		
NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)				BY  Signature of Contracting Officer		30 DEC 1996

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Amount</u>
-----------------	--------------------------	------------	-------------	---------------

Lot I - BASIC *

0001	Atlantic Undersea Test and Evaluation Center (AUTC) operation, maintenance and related support services in accordance with Description/Specification Section C3	1	LO	CPAF
------	---	---	----	------

*
CPAF - Cost Plus Award Fee - See Attachment (7)

APPLICABLE TO ITEMS NOS. 0001 AND 0003 ACRN:AA

<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Award Fee</u>	<u>Estimated Cost and Maximum Fee</u>
			1,635,756

0002	Food and materials purchases and unique support services in accordance with Description/Specification Section C4	1	LO	CNF
------	--	---	----	-----

**
CNF - Cost No Fee - See Attachment (7)

APPLICABLE TO ITEMS NO. 0002 ACRN:AA

<u>Estimated Cost</u>
\$66,908,453

0003	Technical Data and Information in accordance with Description/Specification Section C5	1	LO	NSP
------	--	---	----	-----

NSP - Not Separately Priced - Included in CLIN 0001

Lot I - PHASE-OUT OPTION

0004	Phase out in accordance with Description/Specification section C-2, Contractor Technical Proposal Phase Out Plan, Lot In - BASIC	1	LO	FFP
------	--	---	----	-----

APPLICABLE TO ITEMS NO. 0004 ACRN:

Firm-Fixed Price
\$190,410

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Amount</u>
-----------------	--------------------------	------------	-------------	---------------

Lot II- OPTION

0005	Atlantic Undersea Test and Evaluation Center (AUTEC) operation, maintenance and related support services in accordance with Description/Specification Section C3	1	LO	CPAF
------	--	---	----	------

*

CPAF - Cost Plus Award Fee - See Attachment (7)

APPLICABLE TO ITEMS NOS. 0005 AND 0007 ACRN:

<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Award Fee</u>	<u>Estimated Cost and Maximum Fee</u>
			\$67,820,527

**

0006	Food and materials purchases and unique support services in accordance with Description/Specification Section C4	1	LO	CNF
------	--	---	----	-----

**

CNF - Cost No Fee - See Attachment (7)

APPLICABLE TO ITEMS NO. 0006 ACRN:

Estimated Cost
\$28,500,000

0007	Technical Data and Information in accordance with Description/Specification Section C5	1	LO	NSP
------	--	---	----	-----

NSP - Not Separately Priced - Included in CLIN 0005

Lot II - PHASE-OUT OPTION

0008	Phase out in accordance with Description/Specification section C-2, Contractor Technical Proposal Phase Out Plan, Lot II - Option	1	LO	FFP
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APPLICABLE TO ITEMS NO. 0008 ACRN:

Firm-Fixed Price
\$200,295

SCOPE OF WORK

The Atlantic Undersea Test and Evaluation Center (AUTEC) Specification (Contract Section J, Attachment (1)) and the Contractor's Technical Proposal (Section C-2 below) shall constitute the scope of work governing Contractor operation and maintenance performance requirements. The Contractor shall furnish the required operation, maintenance and related support services on a continual basis in accordance with the written technical instruction/direction of the AUTEC Chief Financial Officer (Code 705), Naval Undersea Warfare Center Division Newport or his designated representative (hereafter referred to as NUWC), provided pursuant to Specification Chapter I, entitled Introduction.

CONTRACTOR TECHNICAL PROPOSAL

Raytheon Systems Engineering Company Proposal for Operation and Maintenance of the Atlantic Undersea Test and Evaluation Center (AUTEC) of 15 November 1996, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full. The Contractor shall perform in full accordance with the cited technical proposal with the objective of full implementation, attainment and subsequent maintenance of the standard of performance projected therein. Notwithstanding the foregoing, the incorporation of the technical proposal;

(a) Shall not act in any way to relieve the Contractor from meeting the Government's requirements as represented by the AUTEC Specification.

(b) Shall not operate to vary, diminish, or otherwise qualify any of the other requirements of this contract.

(c) Shall not operate to grant the Contractor rights to which the Contractor would not otherwise be entitled under the other terms of this contract.

In the event of any inconsistency or incompatibility between the technical proposal, as incorporated herein, and any other provision(s) of this contract, the Contract Section I clause entitled Order of Precedence, FAR 52.215.33, shall control. For the purpose of this provision the Contractor's Technical Proposal shall be considered as part of the Specification.

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

CONTRACTOR TECHNICAL PROPOSAL
(CONTINUED)

Any changes to the Contractor's proposal will be made in the same manner as changes to the Specification. The Contractor shall submit recommended change pages to the proposal and/or the Specification as warranted, or in response to Government issued Change Orders, for review and acceptance by the Government. Such changes shall not be deemed effective until direction to incorporate has been received from the Contracting Officer.

CONTRACT LINE ITEM NUMBERS (CLINS) 0001 AND 0005

The Contractor shall furnish all personnel services, and such other resources as may be specified elsewhere, necessary to operate, maintain and otherwise support the AUTEC facility pursuant to Section C-1. Incoming transition activities by a successor Contractor, if required, shall be deemed to be encompassed by CLIN 0001, both for performance and cost reimbursement purposes, and shall be accomplished in accordance with the appropriate section of the Contractor Technical Proposal cited in Section C-2 above. Outgoing transition activities to a successor interest to this contract, if required, shall be deemed to be encompassed within the basic CLIN 0001 or option lot CLIN 0005 in effect at time of transition and shall again be accomplished in accordance with the appropriate section of the Contractor Technical Proposal cited in Section C-2.

C-4 CLINS 0002 AND 0006

The Contractor shall acquire, pursuant to Section C-1, necessary materials which are determined by the AUTEC Infrastructure Operations Team Leader (Code 7007), NUWC Detachment (DET) AUTEC West Palm Beach, not to be available or not available in time through the Government Supply System, or which may be more economically obtained from commercial suppliers. The Contractor shall also procure similarly identified and authorized unique support services for which in-house capability is not maintained or for which performance in-house would be uneconomical or otherwise infeasible. Further, the Contractor shall determine requirements and procure all necessary foodstuffs required to meet identified Specification requirements.

CLINS 0003 AND 0007

The Contractor shall furnish Technical Data and Information in accordance with the Contract Data Requirement List (CDRL), DD Form 1423, Contract Section J, Exhibits A and B.

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C-6 CLINS 0004 AND 0008

The Contractor shall perform all Phase-Out activities in accordance with Section C-2, Contractor Technical Proposal Phase-Out Plan for Lot I-Basic or Lot II-Option Performance periods if required.

SECTION D - PACKAGING AND MARKING

CLINS 0001 AND 0005

Not applicable

CLINS 0002 AND 0006

Items shall be packed, packaged and marked in such a manner as to ensure safe delivery at destination, as determined by the Contractor, and shall further conform to any other specific requirement established by NUWC at the time of requisition authorization/approval.

TECHNICAL DATA PACKING INSTRUCTIONS (AS510) (FEB 1995)
CLINS 0003 AND 0007

Technical Data and Information shall be packed and packaged for domestic or international shipment, as appropriate, in accordance with best commercial practices to assure arrival at the destination(s) in an undamaged condition. The package or envelope should be clearly marked with any special markings specified in this contract, e.g. Contract Number, ELIN, and document title must be on the outside of the package.

CLINS 0004 AND 0008

Not applicable.

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.246-3	FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INSPECTION OF SUPPLIES - COST-REIMBURSEMENT.	APR 1984
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT.	APR 1984

CLINS 0001 AND 0005

Inspection and/or test of services for the purpose of approval or acceptance shall be performed by NUWC.

CLINS 0002 AND 0006

Inspection and/or test of purchased materials, services and foodstuffs for the purpose of approval or acceptance shall be performed by the Contractor on behalf of the Government unless otherwise directed at the time of requisition authorization/approval. Notwithstanding the foregoing, nothing in this delegation shall serve to diminish the rights of the Government as set forth in Section E-1 above.

TECHNICAL DATA AND INFORMATION (CLINS 0003 AND 0007)
(AS710) (FEB 1995)

Inspection and acceptance, as required, shall be performed by NUWC. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and AUTEC Specification dated 8 March 1996, (Contract Section J, Attachment (1)) and incorporation/resolution of Government review comments on the data items.

E-5 CLINS 0004 AND 0008

Acceptance is conditioned upon satisfactory completion of all required Phase-Out activities as evidenced by Contracting Officer execution of DD Form 250 Material Inspection and Receiving Report.

SECTION F - DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.242-15	STOP-WORK ORDER. - ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B DESTINATION.	NOV 1991

PERFORMANCE PERIOD

The Lot I-Basic period of performance (summarized below) shall encompass the sixty month period beginning 1 April 1997 and proceeding through 31 March 2002. Option Lot II, if exercised, shall encompass the thirty-six month period beginning 1 April 2002 and proceeding through 31 March 2005. Each lot is structured to include annual performance periods beginning on 1 April of each year and ending on 31 March of the following year. For example, Lot I-Basic includes five annual performance periods and Option Lot II is comprised of three annual performance periods.

Pre-performance incoming transition activities, if required, shall commence at date of award or 1 January 1997, whichever is later, and conclude 31 March 1997. Outgoing transition activities, if required, will be initiated during the last three months of the Lot then in effect, and shall commence upon receipt of direction from the Contracting Officer. Phase-Out activities, if required, will be initiated upon exercise of Phase-Out options for Lot I or II as applicable.

LOT	CLINs	PERFORMANCE PERIOD
Lot I-Basic	0001, 0002 and 0003	1 Apr 1997 - 31 March 2002
Lot I-Phase-Out	0004	1 Apr 2002 - TBD
Lot II-Option	0005, 0006 and 0007	1 Apr 2002 - 31 March 2005
Lot II-Phase-Out	0008	1 Apr 2005 - TBD

DELIVERIES

All services and materials shall be delivered as required and directed by NUWC.

SECTION F - DELIVERIES OR PERFORMANCE

F-4 TECHNICAL DATA AND INFORMATION (CLINS 0003 AND 0006)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Forms 1423, Exhibits A and B, attached hereto, and the following:

(a) The Contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in (g) below. The method of submittal for the data item is shown in Block 7 of the DD Form 1423. The original technical data shall be delivered to the cognizant code listed in Block 6 of the DD Form 1423.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within 30 days after receipt of the notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

SECTION F - DELIVERIES OR PERFORMANCE

TECHNICAL DATA AND INFORMATION (CLINS 0003 AND 0006)

(Continued)

BLOCK 14

<u>ABBREVIATION</u>	<u>MAILING ADDRESS</u>
NUWC 7006 or NUWC 7007	Officer in Charge Naval Undersea Warfare Center Detachment AUTEC P.O. Box 24619 West Palm Beach, FL 33416-4619
05	Officer in Charge Naval Undersea Warfare Center Detachment AUTEC Andros Island, Bahamas PFSC 1012 FPO AA 34058-9998
NUWC 705 or NUWC 706 or NUWC 7005 or NUWC 541	Commander Naval Undersea Warfare Center Division, Newport 1176 Howell Street Newport, RI 02841-1708
NUWC DIVNPT 591	Commanding Officer Naval Undersea Warfare Center, Division Newport B 1351, Rm. 414 1176 Howell Street Newport, RI 02841-1708

SECTION G - CONTRACT ADMINISTRATION DATA

INVENTION DISCLOSURES AND REPORTS (AS1110) (FEB 1995)

(a) In accordance with the Patent Rights clause of this contract, the contractor shall submit DD Form 882, Report of Inventions and Subcontracts, along with written disclosure of inventions to the Contract Administration Office (CAO) specified in the contract.

(b) The cognizant Administrative Contracting Officer (ACO) will forward such reports and disclosures direct to the counsel office designated below for review and recommendation:

NUWCDIVNPT
Commercial Acquisition Department
Attn: Code 591 C. Brown
B11, Simonpeteri Drive
Newport, RI 02841-1708

(c) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer (PCO).

(d) Written clearances for the final DD Form 882 submission may be provided directly from the above office with a copy to the PCO.

BILLING INSTRUCTIONS

Public Vouchers, Standard Form 1034, shall be prepared pursuant to Contract Section I clause entitled Allowable Cost and Payment, FAR 52.216-7, and transmitted by the Contractor to the cognizant Defense Contract Audit Agency (DCAA) for provisional approval and forwarding to the Disbursing Office. Vouchered costs will be segregated by contract Lot (separate vouchers required). Copies of all vouchers will be furnished to the Contracting Officer (Code 591), NUWCDIVNPT and the AUTEC Chief Financial Officer (Code 705), Naval Undersea Warfare Center Division Newport concurrent with submission to DCAA. The Final Voucher, which constitutes the final billing under the contract, will summarize all ordered contract Lots and reflect a consolidated final contract billing amount. The Final Voucher will be forwarded to the Contracting Officer via DCAA.

SECTION G - CONTRACT ADMINISTRATION

G-3 NOTICE TO PAYING OFFICE - ADDRESS TO WHICH PAYMENT
IS TO BE MADE (AS1115) (FEB 1995)

The contractor requires that payment shall be made to an address different than what is cited on the first page of the contract. If assignment to a financial institution under FAR Subpart 32.8, Assignment of Claims, is the reason for payment to a different address, the contract administration office is delegated the authority to obtain a copy of the applicable Notice of Assignment from the contractor.

PAYMENTS TO BE MAILED TO THE

Range Systems Engineering
P.O. Box 3411
Boston, MA 02241

G-4 ALLOTMENT OF FUNDS -- INCREMENTALLY FUNDED COST-REIMBURSEMENT
CONTRACT OTHER THAN COST-SHARING (APR 1985)
(NAVAIR 5252, 232-9516)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract--

- (i) the amount available for payment and allotted to this incrementally funded contract is \$215,000,000;
- (ii) the items covered by such amount are Items 0001 through 0007;
- (iii) the period of performance for which the allotted amount will apply is 1 April 1997 through 30 September 2002.

G-5 ACCOUNTING AND APPROPRIATION DATA (AS1105) (FEB 1995)

The applicable accounting and appropriation data is as follows:

ACRN AA: 97X4930.NH6A 000 77777 0 066604 2F 000000 000000002276
Obligated Amount: \$215,000,000

SECTION G - CONTRACT ADMINISTRATION DATA

G-6 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME AND MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (5252.232-9001)

(a) "Invoices" as used in this clause includes Contractor requests for interim payments (in accordance with Section I clause 52.216-7, Allowable Cost and Payment) using public vouchers (SF 1034) but does not include Contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices, segregated by Lot and any necessary supporting documentation, in an original and one (1) copy, to the cognizant contract auditor at the following address: DCAA, Northeastern Region, Raytheon Electronics Systems Headquarters, Raytheon Service Company Suboffice, 2 Wayside Road, Burlington MA 01803-0901. In addition, an information copy shall be submitted to both the Naval Undersea Warfare Center, Division Newport, Code 591, B 1351, Rm. 414, 1176 Howell Street, Newport, RI 02841-1708, and the Naval Undersea Warfare Center Division Newport, 1176 Howell Street, Newport, RI, 02841-1708, Attn: Code 705. Following verification, the cognizant contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein and elsewhere, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Cost incurred and allowable under the contract

SECTION G - CONTRACT ADMINISTRATION DATA

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME AND
MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE)
(JUL 1992) (5252.232-9001) (CONTINUED)

(e) A DD Form 250, "Material Inspection and Receiving Report", shall be prepared in support of invoices for firm-fixed price CLIN(s).

(f) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract and will summarize all ordered contract lots and reflect a consolidated final contract billing amount. The final invoice will be forwarded to the Contracting Officer via DCAA.

BILLING - FIXED FEE AND AWARD FEE

(a) The Contractor may bill for 1/60 of the identified base fee in Lot I on a monthly basis. If Lot II - Option is exercised, the Contractor may bill for 1/36 of the identified base fee in Lot II on a monthly basis.

(b) The award fee is not subject to the allowable cost and payment, or termination clauses of this contract. The Contractor may bill for the award fee immediately upon receipt of the contract modification authorizing its payment.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

UNITED STATES OF AMERICA/COMMONWEALTH OF THE BAHAMAS AGREEMENT

The Contractor's performance under this contract shall be in keeping with provisions, spirit and intent of the "Agreement Between The United States of America and The Government of The Commonwealth of The Bahamas", Contract Section J, Attachment (2).

HUMANITARIAN SERVICES

The Contractor shall, in response to direction from NUWC, provide support services in the areas of humanitarian relief, emergency search missions, imminent peril to human life and certain other support to the Bahamian Civil Authorities bearing a relationship to the operation and well being of AUTECH. These services, in addition to the utilization of Government owned property, will involve Contractor personnel resources. The costs associated with these activities shall be allowable under the terms of this contract.

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) 52.232-19

Funds are not presently available for performance under this contract beyond September 30, 2001. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2001, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

H-4 OPTION TO EXTEND CONTRACT

The Government shall have the option to extend this contract at the prices set forth in Section B for Lot II-Option CLINS 0005, 0006, and 0007, for a total of thirty-six additional months (see performance periods Section F-2). Written notice of intent to exercise the Government option right shall be given to the Contractor at least sixty days prior to the end of the Lot I - Basic performance period. Issuance of this notice of intent is for informational and planning purposes only and shall not be construed as obligating the Government to exercise the option. The Government option right will be exercised by issuance of a unilateral contract modification within sixty days of expiration

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-4 OPTION TO EXTEND CONTRACT (CONTINUED)

of the then current performance period and may be issued subject to the Section I clause entitled Availability of Funds, FAR 52.232-18.

PHASE-OUT OPTION LOT I BASIC OR LOT II OPTION

The Government shall have the option to direct performance of Phase-Out activities in accordance with Section C-2, Contractor Technical Proposal Phase-Out Plan for Lot I Basic or Lot II option performance period as required. The option will be exercised by contract modification SF-30.

LIABILITY INSURANCE

The Contract Section I clause entitled Insurance - Liability to Third Persons, FAR 52.228-7, requires the Contractor to provide and maintain workers compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance and such other insurance as the Contracting Officer may require. The following identifies minimum amounts of liability coverage required to be provided and maintained during the entire period of the contract:

Workers' Compensation and Employer's Liability. The Contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. The Contractor shall also provide workers' compensation coverage, as applicable, consistent with the requirements of the Contract Section I clause entitled Workers' Compensation Insurance (Defense Base Act), FAR 52.228-3.

General Liability. The Contractor shall carry bodily injury liability coverage written on the comprehensive form of policy with an incidental medical malpractice endorsement for at least \$500,000 per occurrence. No property damage coverage is required.

Automobile Liability. The Contractor shall carry automobile liability coverage written on the comprehensive form of policy.

H-6 LIABILITY INSURANCE CONTINUED

The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. Policies covering automobiles operated in The Commonwealth of the Bahamas shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

Aircraft Public and Passenger Liability. The Contractor shall carry aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

Vessel Liability. The Contractor shall carry vessel collision liability and protection and indemnity liability insurance in the amount of \$1,000,000 per vessel identified in Contract Section J, Attachment (1), Specification, Chapter XVIII (Major AUTEC Vessels and small boats). The protection and indemnity liability insurance shall include crew coverage of at least \$1,000,000 per vessel crew member, combined single limit, any one occurrence, each vessel.

The Contractor shall provide written certification to the Contracting Officer that the required insurance has been obtained within thirty days after initial contract award and within thirty days after exercise of each option Lot. The Government reserves the right to disapprove the purchase of any insurance coverage not in the Government's interest.

The policies evidencing the purchase of required insurance shall contain an endorsement that any cancellation or material change in coverage adversely affecting the Government's interest shall not be effective unless the insurer or Contractor gives written notice of the cancellation or change to the Contracting Officer. When the coverage is provided under an approved self-insurance program, the Contractor shall not change or decrease the coverage without prior approval of the Administrative Contracting Officer cognizant of the approved program.

H-7 RESERVED

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-8 HOLIDAYS

Personnel employed by the Contractor directly in performance of the contract shall be entitled to observe specific holidays of a national nature. Such holidays will normally be taken on the day of observance, except by those employees essential to base operations or test performance support. In lieu thereof, personnel assigned to AUTECH, Andros Island may take such holiday time in conjunction with accrued vacation time, provided that such leave is consistent with scheduled test operations.

Contractor personnel who are U.S. citizens shall be entitled to the U.S. holidays listed below. In the event that any of these holidays occur on a Saturday or Sunday they shall be observed by the Contractor in the same manner as the U.S. Government. Indigenous Contractor personnel shall be entitled to observe public holidays recognized as set forth below and/or proclaimed by the Commonwealth of the Bahamas in the manner specified by that Government.

U.S. Holidays

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
--
--
Memorial Day
--
Independence Day
--
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Bahamian Holidays

Same
--
--
Good Friday
Easter Monday
Whit Monday
--
Labor Day
--
Independence Day
Emancipation Day
--
Discovery Day
--
--
Same
Boxing Day

H-9 U.S. DIRECT LABOR COST CEILINGS (CLINS 0001 THROUGH 0003, AND 0005 THROUGH 0007)

Absolute US (all non-Bahamian/indigenous personnel) direct labor cost ceilings are established for the basic contract period: Lot I and the option period: Lot II as set forth below and are applicable to performance under this contract. Direct labor cost for the purpose of this provision is defined as all

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LOT II (3 years) Annual Performance Periods	Cost Reimbursable US Direct Labor Cost	Fixed Price US Direct Labor Cost	Annual US Direct Labor Cost Ceiling Target	Lot II: US Direct Labor Cost Ceiling
4/1/02 - 3/31/03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4/1/03 - 3/31/04	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4/1/04 - 3/31/05	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1/1/05 - 3/31/05	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Lot II	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**H-9 U.S. DIRECT LABOR COST CEILINGS (CLINS 0001 THROUGH 0003,
AND 0005 THROUGH 0007) (Continued)**

Payment of any claim for reimbursement of direct labor cost, as defined above and incurred during one of the above cited Lot I or Lot II annual performance periods, which is in excess of the above stated annual US direct labor cost ceiling target for that period, will be withheld pending completion of performance of the entire Lot. Any claim for reimbursement of direct labor cost, as defined above, which exceeds, respectively, the Lot I or Lot II US Direct Labor Cost Ceiling amounts, shall not be an allowable cost to the extent that the US Direct Labor Cost Ceiling for the entire Lot has been exceeded. An underrun of the total US Direct Labor Ceiling for either Lot may not be used to offset an overrun in the remaining Lot. Any amounts withheld annually, which are determined by the Government to be allowable within the total Lot I or Lot II US Direct Labor Cost Ceiling amounts, will be reimbursed to the Contractor within three months of completion of the affected Lot.

Underruns of US direct labor cost, as defined above, during any of the above cited Lot I or Lot II annual performance periods, shall be subject to a special sharing arrangement as set forth in contract Attachment (7), Performance Evaluation and Award Fee Procedures. Notwithstanding the foregoing, any overrun of US direct labor cost, as defined above, during any of the Lot I or II annual performance periods which exceed the annual US direct labor ceiling target by 10% will negate the special sharing arrangement for the entire affected Lot.

It is understood that any Modification to this contract which affects direct labor costs, throughout the remaining life of the contract (excludes short term labor augmentation and/or

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-9 U.S. DIRECT LABOR COST CEILINGS (CLINS 0001 THROUGH 0003,
AND 0005 THROUGH 0007) (Continued)

US (non-indigenous) straight time direct productive labor cost, regardless of its source (team agreements, joint ventures, subcontractors, or other procured support of specifically stated tasks/responsibilities) which is the maximum dollar amount estimated to be incurred (either through direct cost reimbursable labor charges or through the direct labor component of fixed price agreements). The direct labor cost ceiling includes straight time (base rate) productive direct labor costs and excludes all estimated paid overtime and nonproductive direct labor costs (vacation, sick, holiday, paid absences, and other labor related fringe expenses).

The US direct labor cost ceiling shall be made up of, as applicable, a variable and fixed component. The variable component shall be the total estimated US direct labor cost, as defined above, which is derived from the maximum cost reimbursable estimated US direct labor proposed to be incurred directly by the prime (or lead) Contractor entity and that proposed to be incurred through any cost reimbursable subcontracts, arrangements or agreements or other procured support of specifically stated tasks/responsibilities. The fixed component is that total estimated direct labor cost, as defined above, which is derived from proposed fixed price subcontracts, arrangements or agreements or other procured support of specifically stated tasks/responsibilities.

LOT 1 (5 years) Annual Performance Periods	Cost Reimbursable US Direct Labor Cost	Fixed Price US Direct Labor Cost	Annual US Direct Labor Cost Ceiling Target	Lot 1: US Direct Labor Cost Ceiling
1/1/97 - 3/31/97				XXXXXXXXXXXXXX
4/1/97 - 3/31/98				XXXXXXXXXXXXXX
4/1/98 - 3/31/99				XXXXXXXXXXXXXX
4/1/99 - 3/31/00				XXXXXXXXXXXXXX
4/1/00 - 3/31/01				XXXXXXXXXXXXXX
4/1/01 - 3/31/02				XXXXXXXXXXXXXX
1/1/02 - 3/31/02				XXXXXXXXXXXXXX

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-9 U.S. DIRECT LABOR COST CEILINGS (CLINS 0001 THROUGH 0003, AND 0005 THROUGH 0007) (CONTINUED)

temporary adjustments to staffing, etc.) will result in an appropriate modification of the affected annual US direct labor cost ceiling targets and the total Lot I and/or Lot II US Direct Labor Cost Ceiling as determined by negotiations between the parties. Further, in the event that during the term of this contract a statute, wage determination, collective bargaining agreement, court decision, written ruling, regulation, commission decree or an act of the Federal, state or local Government affects the Contractor's US direct labor costs, the affected annual US direct labor cost ceiling targets and the total Lot I and/or Lot II US Direct Labor Cost Ceiling shall be adjusted, as negotiated by the parties, to the full extent it is affected. Similarly, an adjustment will be made if it is unilaterally determined by the Contracting Officer to be in the best interest of the Government. Adjustments necessitated by the imposition of new Department of Labor Wage Determinations shall be limited to those labor categories proposed as covered by the Service Contract Act in the Contractor's proposal (or Best and Final Offer if required) and as specifically amended (covered labor categories added or deleted) by subsequent modification.

H-10 U.S. FRINGE EXPENSE CEILINGS (CLINS 0001 THROUGH 0003, AND 0005 THROUGH 0007)

Absolute U.S. (all non-Bahamian/indigenous personnel) straight time labor related fringe expense ceilings (regardless of whether fringe costs are charged on a direct or indirect basis) are established for the basic contract period: Lot I and the option period: Lot II, as set forth below, and are applicable to performance by the prime (or lead) Contractor entity and any subcontractor(s) (or team member(s)/partner(s)), or other procured support of specifically stated tasks/responsibilities, performing on a cost reimbursable basis under the contract. U.S. straight time labor related fringe expenses for the purpose of this provision are defined to include, but are not limited to: medical, life, and accident insurance coverage/expenses; workers compensation and Defense Base Act coverage/expenses; pensions, retirement plan and 401K or other investment/savings plans; educational assistance; performance bonuses, labor premiums such as shift differentials, hazardous duty, and foreign service differentials; and cash payments in lieu of health and welfare benefits. Specifically excluded from the U.S. straight time labor fringe expense ceiling are paid absence costs and payroll taxes/insurance (FUTA, SUTA and FICA).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-10 U.S. FRINGE EXPENSE CEILINGS (CLINS 0001 THROUGH 0003, AND 0005 THROUGH 0007) (Continued)

The fringe expense ceilings are the maximum dollar amount estimated to be incurred by the prime (or lead) Contractor entity and any subcontractor (or team member/partner) performing on a cost reimbursable basis under this contract.

The fringe expense ceilings shall be computed for each Contract Lot period of performance, based on annual contract period of performance fringe expense ceiling targets, which may or may not coincide with the Contractor's (subcontractor's/team member's/partner's) normal accounting period.

The following fringe expense ceilings are established for Lot I and Lot II:

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H-10 U.S. FRINGE EXPENSE CEILINGS (CLINS 0001 THROUGH 0003,
AND 0005 THROUGH 0007) (Continued)

LOT I (5 years) Annual Performance Periods	Entity	US Annual Fringe Expense Target	Lot I: US Fringe Expense Ceiling
1/1/97 - 3/31/97	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support		
4/1/97 - 3/31/98	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support		
4/1/98 - 3/31/99	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support		
4/1/99 - 3/31/00	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support		
4/1/00 - 3/31/01	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support		
4/1/01 - 3/31/02	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support		
1/1/02 - 3/31/02	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support		
Total Lot I			

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**H-10 U.S. FRINGE EXPENSE CEILINGS (CLINS 0001 THROUGH 0003,
AND 0005 THROUGH 0007) (Continued)**

LOT II (3 years) Annual Performance Periods	Entity	US Annual Fringe Expense Target	Lot II: US Fringe Expense Ceiling
4/1/02 - 3/31/03	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	[REDACTED]	[REDACTED]
4/1/03 - 3/31/04	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	[REDACTED]	[REDACTED]
4/1/04 - 3/31/05	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	[REDACTED]	[REDACTED]
1/1/05 - 3/31/05	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	[REDACTED]	[REDACTED]
Total Lot II		[REDACTED]	[REDACTED]

Payment of any claim for reimbursement of US fringe cost, as defined above and incurred during one of the above cited Lot I or Lot II annual performance periods, which is in excess of the above stated US fringe expense ceiling target for that period, will be withheld pending completion of performance of the entire Lot. Any claim for reimbursement of US fringe cost, as defined above, which exceeds, respectively, the Lot I or Lot II US Fringe Expense Ceiling amounts, shall not be allowable cost to the extent that the US Fringe Expense Ceiling for the entire Lot has been exceeded. An underrun of the total US Fringe Expense Ceiling for either Lot may not be used to offset an overrun in the remaining Lot. Any amounts withheld annually, which are determined by the Government to be allowable within the total Lot I or Lot II Fringe Expense Ceiling amounts, will be reimbursed to the Contractor within three months of completion of the affected Lot.

It is understood that any Modification to this contract which affects US fringe costs will result in an appropriate

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-10 U.S. FRINGE EXPENSE CEILINGS (CLINS 0001 THROUGH 0003, AND 0005 THROUGH 0007) (CONTINUED)

modification of the affected annual US fringe expense ceiling targets and the total Lot I and/or Lot II US fringe expense ceiling as determined by negotiations between the parties. Further, in the event that during the term of this contract a statute, wage determination, collective bargaining agreement, court decision, written ruling, regulation, commission decree or an act of the Federal, state or local Government affects the Contractor's fringe expense costs, the affected annual US fringe expense ceiling targets and the total Lot I and/or Lot II US Fringe Expense Ceiling shall be adjusted, as negotiated by the parties, to the full extent it is affected. Similarly, an adjustment will be made if it is unilaterally determined by the Contracting Officer to be in the best interest of the Government. Adjustments necessitated by the imposition of new Department of Labor Wage Determinations shall be limited to those labor categories proposed as covered by the Service Contract Act in the Contractor's proposal (or Best and Final Offer if required) and as specifically amended (covered labor categories added or deleted) by subsequent modification.

H-11 GENERAL AND ADMINISTRATIVE (G&A) RATE CEILING (CLINS 0001 THROUGH 0003 AND 0005 THROUGH 0007)

G&A expense rate ceilings are established for the basic contract period: Lot I and the option period: Lot II as set forth below, and are applicable to performance by the prime (or lead) Contractor entity and any subcontractor(s) (or team member(s)/partner(s)), or other procured support of specifically stated tasks/responsibilities, performing on a cost reimbursable basis under this contract. G&A expenses shall be those costs normally charged to a G&A expense pool or otherwise allocable as a G&A expense to the contract.


SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-11 GENERAL AND ADMINISTRATIVE (G&A) RATE CEILING (CLINS 0001 THROUGH 0003 AND 0005 THROUGH 0007) (CONTINUED)

The following annual G&A expense rate ceilings are established for Lot I Transition In and each contract lot annual period of performance:

Lot I (5 years) Annual performance periods	Entity	Annual G&A Rate Ceiling
1/01/97 - 3/31/97	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	
4/01/97 - 3/31/98	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	
4/01/98 - 3/31/99	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	
4/01/99 - 3/31/00	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	
4/01/00 - 3/31/01	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	
4/01/01 - 3/31/02	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	

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Lot II (3 years) Annual performance periods	Entity	Annual G&A Rate Ceiling
4/01/02 - 3/31/03	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	
4/01/03 - 3/31/04	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	
4/01/04 - 3/31/05	Prime (Lead) Contractor Subcontractor (Team Member/Partner) Subcontractor (Team Member/Partner) Other Procured Support	

H-11 GENERAL AND ADMINISTRATIVE (G&A) RATE CEILING (CLINS 0001 THROUGH 0003 AND 0005 THROUGH 0007) (CONTINUED)

Any claims for reimbursement of G&A expense, incurred during one of the above cited Contract Lot annual performance periods, and which derives from an actual G&A rate (as computed for that annual performance period) which is in excess of the above stated ceilings, shall not be an allowable cost under this contract to the extent that each ceiling rate is exceeded. The prime contractor shall be responsible for administering this provision as it relates to any subcontractor ceiling G&A rate set forth above. An overrun of any of the Lot I or II proposed annual G&A rate ceilings may not be offset by an underrun of any other annual G&A rate ceiling in either Lot.

It is understood that any Modification to this contract which significantly affects G&A expense or allocation base estimates, as disclosed prior to award, will result in an appropriate adjustment of the affected annual G&A Rate Ceilings as determined by negotiations between the parties. Further, in the event that during the term of this contract a statute, wage determination, collective bargaining agreement, court decision, written ruling,

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-11 GENERAL AND ADMINISTRATIVE (G&A) RATE CEILING (CLINS 0001 THROUGH 0003 AND 0005 THROUGH 0007) (Continued)

regulation, commission decree or an act of the Federal, state or local Government affects the Contractor's G&A expenses, the affected annual G&A rate ceilings shall be adjusted as negotiated by the parties, to the full extent it is affected. Similarly, an adjustment will be made if it is unilaterally determined by the Contracting Officer to be in the best interest of the Government.. Adjustments necessitated by the imposition of new Department of Labor Wage Determinations shall be limited to the impact of those labor categories proposed as covered by the Service Contract Act in the Contractor's proposal (or Best and Final Offer if required) and as specifically amended (covered labor categories added or deleted) by subsequent modification.

H-12 RESERVED

H-13 AUTHORIZED PREMIUM TIME AMOUNTS

The total dollar amounts authorized for Premium Time applicable to the Section I Contract Clause 52.222-2 titled "Payment for Overtime Premiums," are as follows:

<u>LOT NUMBER</u>	<u>ANNUAL US PREMIUM TIME</u>	<u>ANNUAL BAHAMIAN PREMIUM TIME</u>
I		
4/1/97 - 3/31/98	\$1,560,109	\$133,210
4/1/98 - 3/31/99	\$1,783,145	\$133,917
4/1/99 - 3/31/00	\$2,067,364	\$186,513
4/1/00 - 3/31/01	\$2,077,959	\$215,519
4/1/01 - 3/31/02	\$2,114,342	\$309,840
II		
4/1/02 - 3/31/03	\$542,567	\$21,038
4/1/03 - 3/31/04	\$546,275	\$21,091
4/1/04 - 3/31/05	\$557,515	\$21,038

H-14 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

Contract Section J, Attachment (3) sets forth the Service Contract Act Wage Determination applicable to CONUS based personnel on this contract. Andros Island based personnel on temporary assignment in CONUS and Andros based marine personnel operating within the three mile territorial limit are similarly subject to the applicable Wage Determination.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-15 INDIGENOUS (NON-US CITIZEN) PERSONNEL EMPLOYMENT AND
WAGE/BENEFIT STANDARD

Persons ordinarily resident in the Bahama Islands shall be employed on the AUTEK project to the extent feasible. This shall not be construed to mean, however, that a minimum indigenous staffing level must be maintained over the course of contract performance. Rather, the needs of the project must be continually reassessed within the context of normal indigenous attrition. Security clearances will not be provided for non-US citizens.

The Contractor shall give due consideration to the use of local subcontractors for work, services and supplies which can reasonably be obtained locally.

In employing citizens of the Bahama Islands, the Contractor will comply with the requirements of Contract Section J, Attachment (2), "Agreement Between the United States of America and The Government of the Commonwealth of the Bahamas". Until such time as reliable commercial wage survey data is generally available, wage regulations pertaining to the Bahamian Civil Service will be considered as a guide in establishing and maintaining direct compensation levels. This shall not be interpreted to mean, however, that rigid adherence to published Civil Service wage rates is required. Rather, in setting or adjusting direct compensation levels the Contractor shall also consider the economic climate of Andros Island, the existing local employment market, existing local and AUTEK specific wage patterns, and the overall needs of the project. In addition to Bahamian National Insurance and any other fringe compensation similarly mandated by Bahamian law or regulation, the Contractor shall, at a minimum, provide Bahamian nationals with employer paid Basic Life and Accidental Death and Dismemberment insurance coverage equal to two times salary to a maximum of \$50,000.

The Contractor shall be sensitive at all times to maintaining the currently established Bahamian compensation structure and will coordinate any material changes with the Contracting Officer. The Contractor shall also provide such cooperation as may be required to satisfy the needs of the Bahamian Ministry of Labor or other Bahamian Government authorities with respect to issues related to Contractor Bahamian employment practices. Contractor efforts in this regard shall be coordinated as necessary with appropriate Navy project representatives.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-16 CONTRACTOR AND CONTRACTOR DEPENDENT HOUSING

As advised in Contract Section J, Attachment (1) Specification, Chapter XXI, the number of suitable family units for Contractor personnel at AUTECH, Andros Island, is limited. No such housing exists for personnel other than those assigned at Site 1 (Main Base). Most housing, even at Site 1, is designed for unaccompanied personnel. The Contractor must therefore schedule and control the assignment of personnel accordingly. No cost for Contractor personnel, (accompanied or otherwise) seeking to live off-base will be recognized as an allowable cost under this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-17 GOVERNMENT FURNISHED PROPERTY

Except as specified elsewhere, the Government will provide the Government property generally described in the Specification for the Contractor to utilize, operate and maintain, and sufficient to support and permit accomplishment of the US Navy AUTEC mission. Property to be provided by the Government is subject to the Contract Section I clause entitled Government Property, FAR 52.245-5, and encompasses facilities (property used for production, maintenance, research, development or testing), including plant equipment (equipment, machine tools, test equipment, furniture, vehicles, marine vessels, accessory and auxiliary items) and real property (land, improvements, utility distribution systems, buildings and other structures), agency-peculiar equipment, materials, special tooling and test equipment. Other Government property to be provided includes but is not limited to repair parts and consumable or expendable materials (Government or Contractor acquired), fuel, plant drawings, site plans, as-built drawings, Specifications and master drawings, supplies in stock and on order, additional plant equipment, additional range equipment or systems, additional test equipment, required office equipment and supplies, other equipment or property that may be needed in connection with range testing, and any property considered by the Government to be necessary for the accomplishment of the AUTEC mission. In accordance with Section I clause entitled Government Property, FAR 52.245-5, Contractor property control system procedures are required by FAR 45.5. Draft proposed procedures to be utilized under this contract shall be submitted to the Government Property Administrator by the end of the transition period. Final proposed procedures shall be due within 90 days of receipt of comments by the Government Property Administrator.

As provided for in the above cited Government Property clause the Government may withdraw any item of property provided or to be provided to the Contractor, replace such item with a similar item or substitute for such item a different item having a similar function. The Government contemplates that it will replace or substitute for property in accordance with normal procedures for replacing worn out, uneconomical or obsolete property at a U.S. Naval Base or Station.

Contractor acquired Government property shall be procured by the Contractor when authorized and/or directed in accordance with Contract Section C-4. Supplies to establish and maintain stock levels and other supplies are to be procured from commercial sources or Government supply sources (as authorized pursuant to

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-17 GOVERNMENT FURNISHED PROPERTY (Continued)

Contract Section I clauses entitled Government Supply Sources, and Ordering from Government Supply Sources, FAR 52.251-1 and DFARS 252.251-7000 respectively). These acquisitions are subject to the Contract Section I clause entitled Subcontracts, FAR 52.244-2.

Transportation of Government property and other property from the US mainland to Andros Island will usually be provided by the Government. However, when the required type of transportation equipment is not available on a timely basis from Government sources, the contractor may be directed to procure from commercial sources so as to be responsive to AUTECH mission needs

H-18 RETAIL SYSTEM INVENTORY

The Retail System activities (retail store, lounges, snack bar) carry approximately 11,500 items. These items are Contractor owned and require an investment estimated at \$485,000. In the event the Government selects a successor Contractor, the successor Contractor shall purchase this inventory at original purchase cost based on a mutually agreed to third party inventory. The third party inventory shall be an allowable cost of transition. In the event the Government terminates the contract or does not otherwise renew the contract for any reason, the Government shall reimburse the Contractor at original purchase cost of remaining inventory as jointly determined by Government and the Contractor.

H-19 CONTRACTOR ACQUIRED/OWNED FIXED-WING AIR OPERATIONS FACILITY

A Contractor-owned, fixed-wing, air operations facility, located on the south side of the Palm Beach International Airport (PBI), West Palm Beach, Florida, shall be acquired or provided, as applicable, by the prime Contractor as a capital asset for use under this contract. The facility contains approximately 16,400 square feet of space with principal usage projected as follows: general hanger area (5,200 sq. ft.), shipping and receiving area (3,000 sq. ft.), passenger terminal (2,100 sq. ft.), general office area (2,100 sq. ft.), maintenance offices (1,000 sq. ft.), stock room (1,000 sq. ft.), and lofts over the maintenance offices and stock room (1,000 sq. ft. each). Associated with the physical facility is a long term ground lease to be acquired and executed, as applicable, by the Contractor with the Palm Beach County, Department of Airports, covering approximately 88,031 square feet with principal usage as follows: air operations facility (12,300 sq. ft.), fenced open storage area (10,750 sq.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-19 CONTRACTOR ACQUIRED/OWNED FIXED-WING AIR OPERATIONS FACILITY
(CONTINUED)

ft.), air operations employee parking (14,323 sq. ft.), short term transient parking (2,530 sq. ft.), terminal ingress/egress area (10,045 sq. ft.), and aircraft parking apron (38,083 sq. ft.).

The following conditions apply:

The fixed-wing air operations facility and associated grounds shall be dedicated to the exclusive use of the AUTECH project over the effective life of this contract.

The Contractor shall retain full title and will maintain full control of the physical facility over the effective life of this contract.

The Contractor shall maintain its status as Lessee with the Department of Airports, Palm Beach County over the effective life of this contract.

During the Government specified transition period for any follow-on to this contract, the Contractor shall if unsuccessful in retaining the AUTECH maintenance and operations contract, make such arrangements as necessary to immediately sell without profit the physical facility to the successful offeror. At contract completion the Contractor shall immediately pass title or the right to acquire title to the successor AUTECH Contractor interest for a total amount not to exceed: 1) the then remaining undepreciated value (including any residual value) of the facility; or 2) \$1.00, whichever is greater, plus any normally required closing costs or other fees required by law or regulation. Any prospective offeror for an AUTECH follow-on maintenance and operations contract shall be required to offer for use the fixed-wing air operations facility described herein. The successful offeror, if other than the incumbent, shall be required to purchase the physical facility from the incumbent on the terms specified above.

During the Government specified transition period for any follow-on to this contract, the Contractor shall, if unsuccessful in retaining the AUTECH maintenance and operations contract, cooperate fully and without cost to any successor Contractor in all actions required to permit the transfer/assumption of the facility ground lease to be effective with initiation of full contract performance by the successor. The successful offeror shall be required to assume the long term ground lease with the

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-19 CONTRACTOR ACQUIRED/OWNED FIXED-WING AIR OPERATIONS FACILITY (CONTINUED)

Department of Airports consistent with the terms of said lease. The existing facility ground lease began on 19 July 1994 and runs for a term of 10 years with an option to extend for an additional 5 years. Upon lease expiration, title to capital improvements will pass to the Department of Airports, Palm Beach County.

Additionally, all applicable drawings, certifications, approvals, physical assets and/or other improvements/enhancements acquired or developed at Government expense by the Contractor, in the course of providing and operating the fixed-wing air operations services facility, shall be similarly transferred to the successor. Access to the facility and any related materials during any pre or post solicitation observation period shall not unreasonably be denied.

In the event that the Government should either: 1) terminate this contract for convenience or; 2) fail to exercise any option due to the cessation or a significant alteration of the AUTEC project, the Contractor shall immediately initiate action to sell the fixed-wing air operations facility on the open market at then current fair market value. Any gain or loss on disposition shall be governed by the cost principles and procedures set forth in FAR 31.205.16 and appropriate credit or charge shall accrue to the contract accordingly. The failure to exercise any option for the reasons set forth in (2) above shall be considered a termination for convenience of the Government under the prior contract Lot for the purposes of determining reasonable settlement expenses associated with the disposition of the Contractor acquired/provided fixed-wing air operations facility.

In the event that the Government should terminate this contract for default, the Contractor shall, effective on the date of contract turnover to a successor and at the Government's sole discretion and direction, pass title or the right to acquire title to any successor Contractor interest for an amount not to exceed: 1) the then remaining undepreciated value (including any residual value); or 2) \$1.00, whichever is greater, plus any normally required closing costs or other fees required by law or regulation. Further, the Contractor shall cooperate fully and without cost to any successor Contractor in all actions required to permit the transfer/assumption of the facility ground lease to be effective on the date of contract turnover to a successor. Additionally, all applicable drawings, certifications, approvals, physical assets and/or other improvements/enhancements acquired or developed at Government expense by the Contractor, in the

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-19 CONTRACTOR ACQUIRED/OWNED FIXED-WING AIR OPERATIONS FACILITY
(CONTINUED)

course of providing and operating the fixed-wing air operations services facility, shall be similarly transferred to the successor.

If the Government elects for any reason to discontinue use of any Contractor acquired/provided fixed-wing air operations facility, previously approved as suitable to the AUTECH air operations service requirement, the Government and Contractor shall mutually agree upon any replacement facility that may be deemed necessary. Additionally, upon discontinuance of use, the Contractor shall immediately initiate action to sell the fixed-wing air operations facility taken out of service on the open market at fair market value. Any gain or loss on disposition shall be governed by the cost principles and procedures set forth in FAR 31.205.16 except that any gain realized over the initial purchase price or basis shall be applied to the acquisition of any approved replacement facility.

If the Government recompetes this contract at any time, and the then incumbent Contractor is successful in winning the follow-on contract, any further cost of the fixed-wing air operations facility (beyond maintenance and operation expense) shall not exceed any remaining undepreciated value of the physical facility together with the associated monthly ground lease expense.

H-20 CONTRACTOR ACQUIRED/OWNED FIXED-WING AND ROTARY-WING AIRCRAFT ASSETS

The Contractor shall acquire or provide, as applicable: two Beechcraft 1900D fixed-wing aircraft (S/N's UE12 and UE27) and; two S-61N rotary-wing aircraft (S/N's 61-470 and 61-767), as prime Contractor owned capital assets for use under this contract. The following conditions shall apply to the above assets or such other assets that maybe subsequently acquired as replacements:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-20 CONTRACTOR ACQUIRED/OWNED FIXED-WING AND ROTARY-WING
AIRCRAFT ASSETS (CONTINUED)

The aircraft shall be dedicated to the exclusive use of the AUTEC project over the effective life of this contract.

The Contractor shall retain full title and will maintain full control of aircraft utilization over the effective life of this contract.

During the Government specified transition period for any follow-on to this contract, the Contractor shall if unsuccessful in retaining the AUTEC maintenance and operations contract, make such arrangements as necessary to immediately sell without profit the aircraft acquired/provided to the successful offeror. At contract completion the Contractor shall immediately pass title or the right to acquire title to the successor AUTEC Contractor interest for an amount not to exceed: 1) the then remaining undepreciated value (including any residual value); or 2) \$1.00, whichever is greater, plus any transfer fees required by law or regulation. Any prospective offeror for any AUTEC follow-on maintenance and operations contract shall be required to offer for use the fixed-wing and rotary-wing assets described herein. The successful offeror, if other than the incumbent, shall be required to purchase the fixed-wing and rotary-wing aircraft from the incumbent on the terms specified above.

During the Government specified transition period for any follow-on to this contract, the Contractor shall, if unsuccessful in retaining the AUTEC maintenance and operations contract, cooperate fully and without cost to any successor Contractor in the transfer of all required Federal Aviation Administration (FAA) and Air Mobility Command Survey and Analysis Office (HQ AMC/XOB) certifications, licenses, and/or approvals. Further, all applicable physical assets, records, and documents acquired or developed at Government expense in the course of providing fixed-wing and rotary-wing air operations services shall be similarly transferred. Access to these materials during any pre or post solicitation observation period shall not unreasonably be denied.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-20 CONTRACTOR ACQUIRED/OWNED FIXED-WING AND ROTARY-WING
AIRCRAFT ASSETS (CONTINUED)

In the event that the Government should either: 1) terminate this contract for convenience or; 2) fail to exercise any option due to the cessation or a significant alteration of the AUTEC project, the Contractor shall immediately initiate action to sell the aircraft on the open market at then current fair market value. Any gain or loss on disposition shall be governed by the cost principles and procedures set forth in FAR 31.205.16 and appropriate credit or charge shall accrue to the contract accordingly. The failure to exercise any option for the reasons set forth in (2) above shall be considered a termination for convenience of the Government under the prior contract Lot for the purposes of determining reasonable settlement expenses associated with the disposition of the Contractor acquired/provided fixed-wing and rotary-wing aircraft.

In the event that the Government should terminate this contract for default, the Contractor shall, effective on the date of contract turnover to a successor and at the Government's sole discretion and direction, pass title or the right to acquire title to any successor Contractor interest for amount not to exceed: 1) the then remaining undepreciated value (including any residual value); or 2) \$1.00, whichever is greater, plus any transfer fees required by law or regulation. Further, the Contractor shall cooperate fully and without cost to any successor Contractor in the transfer of all required FAA and HQ AMC/XOB certifications, licenses, and/or approvals. Additionally, all applicable physical assets, records, and documents acquired or developed at Government expense in the course of providing fixed-wing and rotary-wing operations services shall be similarly transferred.

If the Government elects for any reason to discontinue use of any Contractor acquired/provided fixed-wing or rotary-wing aircraft, previously deemed suitable to the AUTEC air operations service requirement, the Government and Contractor shall mutually agree upon any replacement aircraft that may be deemed necessary. Additionally, upon discontinuance of use, the Contractor shall immediately initiate action to sell the aircraft taken out of service on the open market at fair market value. Any gain or loss on disposition shall be governed by the cost principles and procedures set forth in FAR 31.205.16 except that any gain realized over the initial purchase price or basis shall be applied to the purchase of any approved replacement aircraft.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-20 CONTRACTOR ACQUIRED/OWNED FIXED-WING AND ROTARY-WING
AIRCRAFT ASSETS (CONTINUED)

If the Government recompetes this contract at any time, and the then incumbent Contractor is successful in winning the follow-on contract, any further cost of the aircraft (beyond maintenance and operation expense) shall not exceed any remaining undepreciated value or the depreciable value of any existing lease option buy-out amount.

H-21 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND
DATA ITEM DESCRIPTIONS (DIDs) (JAN 1992)
(NAVAIR 5252.210-9501)

(a) Ordering Procedures For Acquisition Management System And Data Requirements Control List (AMSDL), DoD 5010.12-L, And DIDs Listed Therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215)697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215)697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial And Government Entity (CAGE) number
 - (2) Complete mailing address
 - (3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L)
 - (4) The quantity of documents desired (The maximum quantity issued per item is five (5))
- Mail orders to:
DODSSP, Standardization Document Order Desk,
700 Robbins Avenue, Bldg. 4D,
Philadelphia, PA 19111-5094
Fax orders to: (215) 697-2978

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-21 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (JAN 1992)
(NAVAIR 5252.210-9501) (CONTINUED)

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available only four (4) times per year. The cost per set is \$400.00. Cut-off dates for orders are 1 July, 1 October, 1 January and 1 April.

(c) Subscriptions. A subscription service is available to private industry for a cost of \$16.00 per year. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg, 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or contracting officer of the military activity citing the need for the document.

H-22 ENVIRONMENTAL CONTROLS (JAN 1991)
(NAVAIR 5252.223-9500)

Notwithstanding that the contract may require the use of paints or coatings which do not meet state or district requirements for reduced volatile organic compounds (VOC's), the contractor must comply with all federal, state, and local regulatory requirements respecting air quality and emission limitations. It remains the contractor's responsibility to meet the requirements for reduced VOC's even where to do so will require the use of engineering controls or other special painting equipment.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-23 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER
(JAN 1992) (NAVAIR 5252.243-9504)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Mr. Walter T. Oliver, Code 591
Address: Naval Undersea Warfare Center, Division Newport
B 1351, Rm. 414
1176 Howell Street
Newport, RI 02841-1708
Phone Number: (401) 832-1640

H-24 EMPLOYMENT OF FOREIGN NATIONALS

Employment of citizens of countries other than the United States and the Commonwealth of the Bahamas at AUTEC is discouraged and is not authorized without prior approval of the PCO. Any such person must have an appropriate entry permit, work permit and security clearance (as applicable) issued by the appropriate governmental authority prior to employment at AUTEC. It is the Contractor's responsibility to insure compliance with these requirements.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-25 GOVERNMENT-CONTRACTOR RELATIONSHIPS (NON-PERSONAL SERVICES)

The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the Contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations. Contractor personnel under this contract shall not:

(1) Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian.

(2) Be placed in a position of command, supervision, administration, or control over Government military or civilian personnel, or personnel of other Contractors, or become a part of the Government organization.

(3) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of the Government.

(4) Be used in administration or supervision of military procurement activities that should otherwise be executed by military procurement personnel.

The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

Rules, regulations, directions, and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-26 KEY PERSONNEL REQUIREMENTS

Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract. These are defined in Contract Section J, Attachment (4), as "key personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the requirements of this provision.

If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the PCO and NUWC and shall promptly recommend a replacement for such personnel with personnel of at least substantially equal ability and qualifications.

Should it become necessary to make substitutions for key personnel identified in the Contractor's Technical Proposal, the Contractor shall submit to the PCO and to NUWC a replacement recommendation, together with an appropriate resume, citing the qualifications of the proposed replacement individual(s).

The Contractor shall also provide written certification that the qualifications of the proposed substitution(s) meet or exceed those of the key personnel initially identified in the Contractor's Technical Proposal.

H-27 REMOVAL OF PERSONNEL

The Government reserves the right to require the Contractor to remove personnel for reasons of misconduct, breach of security or illegal activity.

H-28 EMPLOYEE HEALTH CONSIDERATIONS

AUTEC, Andros Island, Commonwealth of the Bahamas, is a remote site and is not equipped to provide in-depth care for persons with chronic health problems, or whose health may otherwise be at risk. Contractor, subcontractor and dependent family members over the age of sixty shall be required to successfully pass a physical examination prior to assignment to Andros Island, and annually thereafter. All other potential Contractor, subcontractor personnel and dependent family members

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-28 EMPLOYEE HEALTH CONSIDERATIONS (CONTINUED)

shall be screened for existing and historical health problems, and shall not be assigned to Andros Island if the results of such screening indicate a need for continuous medical attention or treatment.

H-29 IMMUNIZATION

All Contractor, subcontractor and dependent family members under sponsorship of the Armed Forces of the United States who reside outside the United States shall receive immunization in accordance with the requirements of NAVMEDCOM Instruction 6230.3 (series) and supplements or changes thereto.

H-30 PERSONNEL TRAINING

The Contractor shall establish operational/technical training programs as required by Contract Section J, Attachment (1) Specification, Chapter XV, or as needed to address the introduction of new instrumentation and support systems and to maintain operational and maintenance proficiency of assigned personnel on existing systems. As circumstances warrant, NUWC may direct the Contractor to undertake specific training courses or programs related to the operation and maintenance of range facilities. Contractor training through US Navy schools or contracts for training is authorized and will be accomplished pursuant to CNET Instruction 7300.1 (series) or any superseding instruction provided it is determined to be in the best interests of AUTEC. Attendance at other DOD sponsored training is similarly authorized. It is the responsibility of the Contractor to identify and comply with applicable instructions governing such training. All Contractor requests for external training, whether Government sponsored or private, will be processed for approval by the AUTEC Infrastructure Operations Team Leader (Code 7007), NUWCDET AUTEC, West Palm Beach.

Nothing in this provision shall be construed to relieve the Contractor of the responsibility of providing personnel possessing the basic qualifications required for the category in which they are respectively employed or assigned.

H-31 TRAINING/EMPLOYMENT COMMITMENT

Contractor/subcontractor employees who receive formal external training at Government expense which exceeds five days in duration shall be required to execute an employment commitment under this contract for a period of six months following the

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-31 TRAINING/EMPLOYMENT COMMITMENT (CONTINUED)

completion of such training. The Contractor shall reimburse the Government for all costs involved in such training for any employee who subsequently fails to fulfill his employment commitment. The reimbursement requirement shall not apply should the employee be unable to fulfill the terms of the agreement due to contract cessation, or should the employee's services no longer be required for reasons beyond the control and not the fault of the employee, i.e., lay-off. This provision shall not apply if specific training is directed by NUWC. Such NUWC direction shall be documented by the AUTC Infrastructure Operations Team Leader (Code 7007), NUWCDET AUTC, West Palm Beach, in conjunction with training request approval processing required by provision H-30, Personnel Training.

H-32 ORIENTATION/FAMILIARIZATION TRAINING

The Contractor shall establish an orientation/familiarization training program, as required by Contract Section J, Attachment (1) Specification, Chapter XV, or as may be requested, to acquaint all newly hired Contractor/subcontractor personnel, Andros resident dependent family members, and, as may be requested, newly assigned military personnel and other Government employees, with the overall aspects of the AUTC program as well as items germane to living/working on Andros Island. It is especially required that all such persons be made aware of pertinent Bahamian law and penalties (criminal and civil), legal jurisdictions within the Commonwealth of the Bahamas, and highlights of the Bahamian governmental system.

The Contractor shall also conduct familiarization briefings (presentations, walk-throughs and/or demonstrations) to acquaint visitors, prospective Range Users and others with AUTC's facilities and capabilities. Such visitors will include high level U.S. and foreign Military, Government civilian and diplomatic corps representatives.

H-33 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

Pursuant to Navy policy applicable to both Government and Contractor personnel on board a Naval installation, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government facilities.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-33 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (CONTINUED)

In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by Navy security authorities:

- (1) Routine inspection of Contractor occupied facilities.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personal possessions on entry or exit from the installation.

When there is probable cause to believe that a Contractor employee on board a Naval installation has been engaged in use, possession, or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation or can be released to local authorities having jurisdiction.

Trafficking in illegal drug and drug paraphernalia by Contractor employees while on a military vessel/aircraft/installation may lead to possible withdrawal or downgrading of security clearance and/or referral for prosecution by appropriate law enforcement authorities.

The removal of Contractor personnel from a Government vessel, aircraft or installation as a result of drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery, or other provisions of this contract.

The Contractor is responsible for implementation and administration of the provisions of this contract set forth in the Contract Section I clauses entitled Drug-Free Workplace, FAR 52.223-6 and Drug-Free Work Force, DFARS 252.223-7004.

H-34 USE OF ASBESTOS AND ASBESTOS-CONTAINING PRODUCTS

Prior to the commencement of work under this contract, or anytime during the performance period of this contract, the Contractor shall immediately furnish to the PCO a written statement identifying contact with or the use of any asbestos in such a fashion as to expose Government or Contractor personnel to the risk of direct exposure to asbestos in a form that can be inhaled.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-34 USE OF ASBESTOS AND ASBESTOS-CONTAINING PRODUCTS
(CONTINUED)

This notification of contact with or use of asbestos shall include the identification of subcontractors who will perform work under this contract and may contact or use asbestos material in such a manner that may be harmful to Government or Contractor personnel.

H-35 EXTENSION AFTER PERFORMANCE

Notwithstanding any other clause of this contract, the Government may require the Contractor to continue to perform the services as required by this contract on the same terms and conditions, except as otherwise noted in this clause, for one month or any combination of successive months not to exceed a total of twelve calendar months following the expiration of the contract period. The Contracting Officer will furnish written notice to the Contractor at least fifteen days before this contract or any extension thereof is to expire; provided however, that any extensions of services pursuant to this clause shall be for one or more calendar months. The estimated cost of each calendar month shall be 1/36 of the estimated lot II cost of this contract as in effect on the day of the exercise of this extension of performance, and the base fee shall be 1/36 of the Lot II fee. (See FAR 52.217-8, Option to Extend Services, Section I). A separate contract line item will be added to Section B of the contract for this option at the time the option is exercised. An applicable award fee pool shall be computed in accordance with Section J, Attachment (7), Performance Evaluation and Award Fee Procedures with Enclosures (1) and (2).

H-36 ACCEPTANCE OF CREDIT CARDS

The contractor shall make arrangements to accept (not more than three) major credit cards (two bank cards and the current US Government-contracted commercial card) for services rendered for which payment is required to be collected by the Contractor on behalf of the Government. Acceptance of the cards shall be in accordance with standard commercial practices, and associated costs shall be reimbursable as allowable costs under this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

HX37 WAIVER OF PCO NOTIFICATION

Pursuant to the requirements of FAR 52.211-5, MATERIAL REQUIREMENTS (AUG 2000), the Contractor is authorized to spend up to \$5,000.00 per item to purchase reconditioned/remanufactured items without the Procuring Officer's approval. For reconditioned/remanufactured items obtained for over \$5,000.00 per item, NUWC functional specialist approval is required. This approval will be obtained by the RSE personnel requesting the item prior to completing the requisition.

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES.	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES.	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.	OCT 1995
52.203-7	ANTI-KICKBACK PROCEDURES.	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	JAN 1990
52.204-2	SECURITY REQUIREMENTS.	APR 1984
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.	JUL 1995
52.211-5	-Deleted-	MAY 1995
52.211-5	NEW REQUIREMENTS	AUG 2000
52.211-7	-Deleted-	MAY 1995

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2
(CONTINUED)

52.212-8	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS.	SEP 1990
52.215-2	AUDIT AND RECORDS - NEGOTIATION.	OCT 1995
52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS.	OCT 1995
52.215-25	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS.	OCT 1995
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS.	SEP 1989
52.215-33	ORDER OF PRECEDENCE.	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB).	FEB 1995
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES.	FEB 1995
52.216-7	ALLOWABLE COST AND PAYMENT.	JUL 1991
52.217-8	OPTION TO EXTEND SERVICES.	AUG 1989
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995

DELETED -

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2
(CONTINUED)

DELETED -

52.222-2	PAYMENT FOR OVERTIME PREMIUMS. **The use of overtime is authorized under this contract if the overtime premium cost does not exceed the amount set forth in provision H-13....	JUL 1990
52.222-3	CONVICT LABOR.	APR 1984
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.	JUL 1995
52.222-26	EQUAL OPPORTUNITY.	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS.	APR 1984
52.222-29	NOTIFICATION OF VISA DENIAL.	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS.	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.	JAN 1988
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED.	MAY 1989
52.223-2	CLEAN AIR AND WATER.	APR 1984
52.223-6	DRUG-FREE WORKPLACE.	JUL 1990
52.225-10	DUTY-FREE ENTRY.	APR 1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.	MAY 1992

**Information to be inserted in clause located above asterisks.

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988 52.252-2
(CONTINUED)

52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES.	AUG 1991
52.227-1	AUTHORIZATION AND CONSENT. ALTERNATE I (APR 1984)	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.	APR 1984
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER.	APR 1984
52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM).	JUN 1989
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT).	APR 1984
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS.	MAR 1996
52.229-3*	FEDERAL, STATE, AND LOCAL TAXES.	JAN 1991
52.229-8	TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS. **(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of The Commonwealth of the Bahamas, or from which the Contractor or any subcontractor under this contract is exempt under the laws of The Commonwealth of the Bahamas shall not constitute an allowable cost under this contract.	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS.	AUG 1992

*Applicable only to the firm-fixed price portions of this contract.

**Information to be inserted in clause located above asterisks

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2
(CONTINUED)

52.230-5	ADMINISTRATION OF COST ACCOUNTING STANDARDS.	FEB 1995
52.232-1*	PAYMENTS.	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS.	APR 1984
52.232-11*	EXTRAS.	APR 1984
52.232-17	INTEREST.	JAN 1991
52.232-18	AVAILABILITY OF FUNDS.	APR 1984
52.232-22	LIMITATION OF FUNDS.	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS.	JAN 1986
52.232-25	PROMPT PAYMENT.	MAR 1994
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS.	APR 1989
52.233-1	DISPUTES.	OCT 1995
52.233-3	PROTEST AFTER AWARD. - ALTERNATE I (JUN 1985)	OCT 1995
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.	APR 1984
52.237-3	CONTINUITY OF SERVICES.	JAN 1991

*Applicable only to the firm-fixed price portions of this contract.

**Information to be inserted in clause located above asterisks.

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2
(CONTINUED)

52.237-8	RESTRICTION ON SEVERANCE PAYMENTS OCT 1995 TO FOREIGN NATIONALS	
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS.	APR 1984
52.242-13	BANKRUPTCY.	JUL 1995
52.243-1*	CHANGES-FIXED PRICE.	AUG 1987
52.243-2	CHANGES - COST-REIMBURSEMENT. ALTERNATE II (APR 1984)	AUG 1987
52.243-7	NOTIFICATION OF CHANGES. **(b) Notice...the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written and oral communications) that the Contractor regards as a change to the contract terms and conditions...(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.	APR 1984
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS). ALTERNATE I (JUL 1995) **(a) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below: Government directed sole source requirements and requirements emanating from NUWCDIV Newport.	FEB 1995

*Applicable only to the firm-fixed price portions of this contract.

**Information to be inserted in clause located above asterisks.

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2
(CONTINUED)

52.244-5	COMPETITION IN SUBCONTRACTING.	JAN 1996
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS).	JAN 1986
52.245-18	SPECIAL TEST EQUIPMENT.	FEB 1993
52.246-25	LIMITATION OF LIABILITY - SERVICES.	APR 1984
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS. **"Transportation is for the Naval Undersea Warfare Center Newport Division and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government." "Transportation is for the Naval Undersea Warfare Center Newport Division and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. (insert contract number)."	APR 1984
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS.	APR 1984
52.248-1	VALUE ENGINEERING.	MAR 1989
52.249-6	TERMINATION (COST-REIMBURSEMENT).	MAY 1986

**Information to be inserted in clause located above asterisks

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2
(CONTINUED)

52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES.	APR 1984
52.253-1	COMPUTER GENERATED FORMS.	JAN 1991
252.203-7000	STATUTORY PROHIBITION ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES	DEC 1991
203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	APR 1993
203-7002	DISPLAY OF DOD HOTLINE POSTER.	DEC 1991
252.203-7003	PROHIBITION AGAINST RETALIATORY PERSONNEL ACTIONS.	APR 1992
252.204-7000	DISCLOSURE OF INFORMATION.	DEC 1991
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT.	APR 1992
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY.	NOV 1995
252.209-7004	REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY.	SEP 1994
252.215-7000	PRICING ADJUSTMENTS.	DEC 1991
	DELETED -	
252.219-7004	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (Test Program)	JUN 1997

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 52.252-2
(CONTINUED)

252.219-7006	NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS.	MAY 1995
252.219-7009	CERTIFICATE OF COMPETENCY.	APR 1993
252.223-7004	DRUG-FREE WORK FORCE.	SEP 1988
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS.	APR 1993
252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY.	DEC 1991
252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES.	DEC 1991
252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS.	DEC 1991
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL.	JUN 1992
252.227-7013	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE.	JUN 1995
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION.	JUN 1995
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN 1995
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS.	JUN 1995
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS.	JUN 1995

SECTION I - CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988 52.252-2
(CONTINUED)

227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE.	APR 1988
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT.	OCT 1988
227-7036	CERTIFICATION OF TECHNICAL DATA CONFORMITY.	MAY 1987
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA.	NOV 1995
231-7000	SUPPLEMENTAL COST PRINCIPLES.	DEC 1991
231-7001	PENALTIES FOR UNALLOWABLE COSTS.	MAY 1994
232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD.	AUG 1992
252.233-7000	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF.	MAY 1994
252.235-7003	FREQUENCY AUTHORIZATION.	DEC 1991
252.242-7000	POSTAWARD CONFERENCE.	DEC 1991
252.242-7001	CERTIFICATION OF INDIRECT COSTS.	DEC 1991
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC 1991
252.245-7001	REPORTS OF GOVERNMENT PROPERTY.	MAY 1994
252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS.	MAY 1994
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES.	MAY 1995

SECTION I - CONTRACT CLAUSES

I-2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY-MODIFICATION (SEP 1995) 52.203-9

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

SECTION I - CONTRACT CLAUSES

I-2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY-MODIFICATION (SEP 1995) 52.203-9 (CONTINUED)

CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV
1990)

(1) I, _____ (Name of certifier)
am the officer or employee responsible for the preparation of
this modification proposal and hereby certify that, to the best
of my knowledge and belief, with the exception of any
information described in this certification, I have no
information concerning a violation or possible violation of
subsection 27(a), (b), (d), or (f) of the Office of Federal
Procurement Policy Act, as amended* (41 U.S.C. 423),
(hereinafter referred to as "the Act"), as implemented in the
FAR, occurring during the conduct of this procurement
_____ (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I
further certify that to the best of my knowledge and belief,
each officer, employee, agent, representative, and consultant of
_____ (Name of Offeror) who has participated
personally and substantially in the preparation or submission of
this proposal has certified that he or she is familiar with,
and will comply with, the requirements of subsection 27(a) of
the Act, as implemented in the FAR, and will report immediately
to me any information concerning a violation or possible
violation of subsections 27(a), (b), (d), or (f) of the Act, as
implemented in the FAR, pertaining to this procurement.

SECTION I - CONTRACT CLAUSES

I-2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY-MODIFICATION (SEP 1995) 52.203-9 (CONTINUED)

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

(Signature of the officer or employee responsible for the modification proposal and date)

(Typed name of the officer or employee responsible for the modification proposal)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001. (End of certification)

SECTION I - CONTRACT CLAUSES

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY-MODIFICATION (SEP 1995) 52.203-9 (CONTINUED)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the Contractor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)
(52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within the final year of the contract, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 8 years, plus any extensions resulting from the exercise of H-35 Extension After Performance.

SECTION I - CONTRACT CLAUSES

PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (APR 1984)
52.220-1

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
(52.222-42)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee class</u>	<u>Monetary wage</u>
Accounting Clerk I	\$8.47
Accounting Clerk II	\$9.47
Accounting Clerk III	\$11.75
Accounting Clerk IV	\$14.38
Typist I	\$7.55

SECTION I - CONTRACT CLAUSES

I-5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
(52.222-42) (CONTINUED)

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee class</u>	<u>Monetary wage</u>
Typist II	\$9.47
Janitor	\$7.46
Switchboard Operator/ Receptionist	\$8.15
Warehouse Specialist	\$8.69
Secretary I	\$8.47
Secretary II	\$9.47
Secretary III	\$11.75
Secretary IV	\$14.37
Secretary V	\$15.83
Guard II	\$8.47
Key Entry Operator I	\$8.47
Key Entry Operator II	\$9.47
Computer Operator II	\$9.47
Computer Operator III	\$11.75
Computer Operator IV	\$14.38
Aircraft Mechanic	\$13.57
Aircraft Mechanic Helper	\$9.66
Aircraft Servicer	\$8.69
Aircraft Worker	\$12.60
Electronics Tech I, Maint.	\$10.59
Electronics Tech II, Maint.	\$13.02
Electronics Tech III, Maint.	\$15.83
Illustrator II	\$13.02
Drafter II	\$10.59
Drafter III	\$13.02
Drafter IV	\$15.83
Supply Technician	\$11.75
Word Processor II	\$9.47
Tools and Parts Attendant	\$9.66
Shipping/Receiving Clerk	\$9.60

Fringe benefit rate for equivalent federal hires is 21%.

SECTION I - CONTRACT CLAUSES

I-6 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
(252.247-7023)

(a) Definitions. As used in this clause --

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

SECTION I - CONTRACT CLAUSES

I-6 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
(252.247-7023) (CONTINUED)

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officers failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

SECTION I - CONTRACT CLAUSES

I-6 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
(252.247-7023) (CONTINUED)

(2) Required shipping date

Special handling and discharge requirements

4) Loading and discharge points;

(5 Name of shipper and consignee;

Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carriers ocean bill of lading, which shall contain the following information --

1 Prime contract number;

(2 Name of vessel;

3 Vessel flag of registry;

4) Date of loading;

(5 Port of loading;

(6 Port of final discharge;

(7 Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

10 Name of the steamship company.

SECTION I - CONTRACT CLAUSES

I-6 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995
(252.247-7023) (CONTINUED)

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

SECTION J- LIST OF ATTACHMENTS

EXHIBIT A	- Contract Data Requirements List, DD Form 1423	<u>2</u> Pages
EXHIBIT B	- Contract Data Requirements List, DD Form 1423	<u>2</u> Pages
ATTACHMENT (1	- AUTECH Specification	<u>652*</u> Pages
ATTACHMENT (2)	- U.S./Bahamian Agreement	<u>51</u> Pages
ATTACHMENT (3)	- Department of Labor Wage Determination	<u>297</u> Pages
ATTACHMENT (4)	- Required Key Personnel	<u>4</u> Pages
ATTACHMENT (5)	- Proposal Requirements with Enclosures (1) through (13)	<u>68</u> Pages
ATTACHMENT (6)	- Personnel Categories and Qualifications with Enclosure (1	<u>12</u> Pages
ATTACHMENT (7)	- Performance Evaluation and Award Fee Procedures with Enclosures (1) and (2)	<u>36</u> Pages
ATTACHMENT (8)	- Contract Security Classification, DD Form 254	<u>8</u> Pages
ATTACHMENT (9)	- Agreement to Purchase	<u>15</u> Pages
ATTACHMENT (10)	- Pre-Proposal Questions and Answers	<u>36</u> Pages

Exclusive of sub-numbered continuation pages

CONTRACT DATA REQUIREMENTS LIST**(2 Data Items)**Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 228 hours per response, including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington DC, Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed forms to the Government Issuing Contracting Officer for the Contract No. Listed in Block B.

A. CONTRACT LINE ITEM NO.
0003B. EXHIBIT
A

C. CATEGORY:

TOP

TM

OTHER AUTEC M&O

D. SYSTEM/ITEM

E. CONTRACT/PR NO.
N61339-87-C-0001F. CONTRACTOR
Range Systems Engineering Company1. DATA ITEM NO.
A0012. TITLE OF DATA ITEM
CONTRACTOR'S PROGRESS, STATUS, AND MGMT REPORT3. SUBTITLE
MONTHLY PROGRESS REPORT4. AUTHORITY (Data Acquisition Document No.)
DI-MGMT-80227/T5. CONTRACTING REFERENCE
ATTACHMENT 16. REQUIRING OFFICE
NUWCDIVNPT 705

7. DD FORM REQ

8. DIST STATEMENT
REQUIRED

10. FREQUENCY

12. DATE OF FIRST SUBMISSION

14. DISTRIBUTION

LT

MTHLY

87 MAY 8

9. APP CODE

11. AS OF DATE

13. DATE OF SUBSEQUENT
SUBMISSION
8 WORKING DARP

a. ADDRESSEE

b. COPIES

Drafts

Final

Repro

16. REMARKS:

BRIEF REPORT WITH NARRATIVE OVERVIEW OF TESTS CONDUCTED, SUPPORT PROVIDED, SIGNIFICANT HAPPENINGS, AND STATUS/PROGRESS AGAINST SPECIFIC MILESTONES. INCLUDES AN ACCOUNTING OF ALL OTHERWISE REQUIRED REPORTS SUBMITTED FOR THE MONTH. DELETE PARAGRAPHS 10.3F, G AND H.

NUWC 705

NUWCDIVNPT 891

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1

15. TOTAL

2

1. DATA ITEM NO.
A0022. TITLE OF DATA ITEM
STATUS REPORT3. SUBTITLE
WORK ORDER STATUS REPORT4. AUTHORITY (Data Acquisition Document No.)
DI-MGMT-80368/T5. CONTRACTING REFERENCE
ATTACHMENT 16. REQUIRING OFFICE
NUWCDIVNPT 705

7. DD FORM REQ

8. DIST STATEMENT
REQUIRED

10. FREQUENCY

12. DATE OF FIRST SUBMISSION

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87 MAY 8

9. APP CODE

11. AS OF DATE

13. DATE OF SUBSEQUENT
SUBMISSION
8 WORKING DARP

a. ADDRESSEE

b. COPIES

Drafts

Final

Repro

16. REMARKS:

REPORTS STATUS/PROGRESS OF WORK AGAINST ALL CURRENTLY ACTIVE WORK ORDERS. DELETE PARAGRAPH 10.2.2.3.

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NUWC 705

NUWCDIVNPT 891

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15. TOTAL

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G. PREPARED BY:

H. DATE

I. APPROVED BY

J. DATE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER AUTEC M&O	
D. SYSTEM/ITEM		E. CONTRACT/PR NO. N61339-97-C-0001		F. CONTRACTOR Range Systems Engineering Company	
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT			3. SUBTITLE MONTHLY COST CONTROL REPORT	
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331		5. CONTRACTING REFERENCE ATTACHMENT 1		6. REQUIRING OFFICE NUWCDIVNPT 705	
7. DO 350 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 97 MAY 12	14. DISTRIBUTION	
9. APP CODE		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 8 WORKING DARP	15. TOTAL	
16. REMARKS: BRIEF REPORT WITH NARRATIVE OVERVIEW OF COST CONTROL INITIATIVES UNDERTAKEN, ACHIEVEMENTS, VARIANCES, AND COST RECOVERIES REALIZED WITH TABLE OF ACTUAL VOUCHER COSTS AS COMPARED TO BUDGETED COSTS. DETAILED INFORMATION SHALL BE PROVIDED BY SPECIFICATION CHAPTER/SECTION.				17. ADDRESSEE	
				18. COPIES	
				NUWC 705	
				NUWC 706	
				NUWC 708	
				NUWC 707	
				NUWCDIVNPT 801	
1. DATA ITEM NO.				2. TITLE OF DATA ITEM	
3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACTING REFERENCE		6. REQUIRING OFFICE	
7. DO 350 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
9. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	15. TOTAL	
16. REMARKS:				17. ADDRESSEE	
				18. COPIES	
C. PREPARED BY:		H. DATE		I. APPROVED BY	
				J. DATE	

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.
0007

B. EXHIBIT
B

C. CATEGORY:
TDP TM OTHER AUTEC M&O

D. SYSTEM/ITEM

E. CONTRACT/PR NO.
N61339-97-C-0001

F. CONTRACTOR
Range Systems Engineering Company

1. DATA ITEM NO.
B001

2. TITLE OF DATA ITEM
CONTRACTOR'S PROGRESS, STATUS, AND MGMT REPORT

3. SUBTITLE
MONTHLY PROGRESS REPORT

4. AUTHORITY (Date Acquisition Document No.)
DI-MGMT-80227/T

5. CONTRACTING REFERENCE
ATTACHMENT 1

6. REQUIRING OFFICE
NUWCDIVNPT 705

7. DO 260 REQ
LT

8. DIST STATEMENT
REQUIRED

9. FREQUENCY
MTHLY

10. DATE OF FIRST SUBMISSION
97 MAY 8

11. AS OF DATE
0

12. DATE OF SUBSEQUENT
SUBMISSION
6 WORKING DARF

13. DISTRIBUTION

14. ADDRESSEE

15. COPIES

16. REMARKS:

BRIEF REPORT WITH NARRATIVE OVERVIEW OF TESTS CONDUCTED, SUPPORT PROVIDED, SIGNIFICANT HAPPENINGS, AND STATUS /PROGRESS AGAINST SPECIFIC MILESTONES. INCLUDES AN ACCOUNTING OF ALL OTHERWISE REQUIRED REPORTS SUBMITTED FOR THE MONTH. DELETE PARAGRAPHS 10.3 F, G AND H.

Deleted

Deleted

NUWC 705

NUWCDIVNPT 801

17. TOTAL

1. DATA ITEM NO.
B002

2. TITLE OF DATA ITEM
STATUS REPORT

3. SUBTITLE
WORK ORDER STATUS REPORT

4. AUTHORITY (Date Acquisition Document No.)
DI-MGMT-80388/T

5. CONTRACTING REFERENCE
ATTACHMENT 1

6. REQUIRING OFFICE
NUWCDIVNPT 705

7. DO 260 REQ
LT

8. DIST STATEMENT
REQUIRED

9. FREQUENCY
MTHLY

10. DATE OF FIRST SUBMISSION
97 MAY 8

11. AS OF DATE
0

12. DATE OF SUBSEQUENT
SUBMISSION
6 WORKING DARF

13. DISTRIBUTION

14. ADDRESSEE

15. COPIES

16. REMARKS:

REPORTS STATUS/PROGRESS OF WORK AGAINST ALL CURRENTLY ACTIVE WORK ORDERS. DELETE PARAGRAPH 10.2.2.3.

Deleted

NUWC 705

NUWCDIVNPT 801

17. TOTAL

G. PREPARED BY:

H. DATE

I. APPROVED BY

J. DATE

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington DC, Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0184), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT B		C. CATEGORY: TDP TM OTHER AUTC M&O			
D. SYSTEM/ITEM		E. CONTRACT/PR NO. N81339-87-C-0081		F. CONTRACTOR Range Systems Engineering Company			
1. DATA ITEM NO. B003	2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT			3. SUBTITLE MONTHLY COST CONTROL REPORT			
4. AUTHORITY (Data Acquisition Document No.) DE-FNCL-80331		5. CONTRACTING REFERENCE ATTACHMENT 1		6. REQUIRING OFFICE NUWCD/NHPT 705			
7. DO 280 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 07 MAY 14	14. DISTRIBUTION			
9. APP CODE		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 8 WORKING DARP	15. COPIES			
16. REMARKS: BRIEF REPORT WITH NARRATIVE OVERVIEW OF COST CONTROL INITIATIVES UNDERTAKEN, ACHIEVEMENTS, VARIANCES, AND COST RECOVERIES REALIZED WITH TABLE OF ACTUAL VOUCHER COSTS AS COMPARED TO BUDGETED COSTS. DETAILED INFORMATION SHALL BE PROVIDED BY SPECIFICATION CHAPTER/SECTION.				4. ADDRESS	5. COPIES		
					5a. Date	5b. Page	5c. Page
				NUWC 705		1	
				NUWC 706		1	
				NUWC 704		1	
				NUWC 707		1	
				NUWCD/NHPT 801		1	
				15. TOTAL			
1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACTING REFERENCE		6. REQUIRING OFFICE			
7. DO 280 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION			
9. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	15. COPIES			
16. REMARKS:				4. ADDRESS	5. COPIES		
					5a. Date	5b. Page	5c. Page
15. TOTAL							
G. PREPARED BY:		H. DATE	I. APPROVED BY		J. DATE		

DATA ITEM DESCRIPTION				Form Approved OMB No. 0704-0188 Exp. Date: Jun 30, 1986	
1. TITLE Contractor's Progress, Status and Management Report			2. IDENTIFICATION NUMBER DI-MGMT-80227		
3. DESCRIPTION/PURPOSE 3.1 The Contractor's Progress, Status and Management Report indicates the progress of work and the status of the program and of the assigned tasks, reports costs, and informs of existing or potential problem areas.					
4. APPROVAL DATE (YYMMDD) 860905		5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) N/SPAWAR		6a. DTIC REQUIRED	
				6b. GIDEP REQUIRED	
7. APPLICATION/INTERRELATKINSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract. 7.2 This DID may be applied in any contract and during any program phase. 7.3 This DID supersedes DI-A-2090A, DI-A-3025A, UDI-A-22050B, UDI-A-22052A, UDI-A-23960, DI-A-30024, and DI-A-30606. (cont. on page 2)					
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER N3947	
10. PREPARATION INSTRUCTIONS 10.1 <u>Contract</u> - This data item is generated by the contract which contains a specific and discrete work task to develop this data product. 10.2 <u>Format</u> - This report shall be typewritten on standard size (e.g. 8 1/2" by 11") white paper, and securely stapled. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. 10.3 <u>Content</u> - The report shall include: a. A front cover sheet which includes the contractor's name and address, the contract number, the nomenclature of the system or program, the date of the report, the period covered by the report, the title of the report, either the serial number of the report or the Contract Data Requirements List (CDRL) sequence number, the security classification, and the name of the issuing Government activity; Description of the progress made against milestones during the reporting period; Resolving, positive or negative, obtained related to previously identified problem areas, with conclusions and recommendations; Any significant changes to the contractor's organization or method of operation, to the project management network, or to the milestone chart; Problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract; Problem areas affecting cost elements, with background and any recommendations for solutions beyond the scope of the contract; g. Cost curves showing actual and projected expenditures throughout the contract; h. Any cost incurred for the reporting period and total contractual expenditures as of reporting date; i. Person-hours expended for the reporting period and cumulatively for the contract; j. Any trips and significant results; (cont. on page 2)					



DI-MGMT- 80227

7. APPLICATION/INTERRELATIONSHIP (Cont'd)

- 7.4 Paragraphs 10.3.f, 10.3.g, and 10.3.h herein should be tailored on DD Form 1423 when such cost data is already submitted through a sophisticated cost reporting system under the contract.
-

10. PREPARATION INSTRUCTIONS (Cont'd)

- k. Record of all significant telephone calls and any commitments made by telephone;
- l. Summary of Engineering Change Proposal (ECP) status, including identification of proposed ECPs, approved ECPs, and implemented ECPs;
- m. Contract schedule status;
- n. Plans for activities during the following reporting period;
- o. Name and telephone number of preparer of the report;
- p. Appendixes for any necessary tables, references, photographs, illustrations, and charts.

*U.S. GOVERNMENT PRINTING OFFICE: 1986-704-037/50176

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
2. TITLE FUNDS AND MAN-HOUR EXPENDITURE REPORT		1. IDENTIFICATION NUMBER DI-FNCL-80331		
3. DESCRIPTION/PURPOSE 3.1 This report provides Government visibility into contractor expenditures for labor, materials, travel and other contract charges. It tracks these expenditures against baseline values, and provides to-completion estimates.				
4. APPROVAL DATE (YYMMDD) 870227	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) G/T213	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP 7.1 This DID contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID is applicable to time and material, research and development and other contracts where use of Cost Performance Reporting (CPR) or Cost/Schedule Status Reporting (C/SSR) are not appropriate. It is not applicable on fixed-price contracts. It is acquired on a periodic basis. (Continued on Page 2)				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER G4079
10. PREPARATION INSTRUCTIONS 10.1 <u>General</u> . The Funds and Man-Hour Expenditure Report shall contain the following data: a. A tabular listing of funding and man-hour expenditures inclusive of the reporting period compared to original baseline values, including to-completion estimates. b. A graphical plot of planned versus actual funding expenditures. c. A graphical plot of planned and actual percentage of work completed. 10.2 <u>Scope</u> . Each task, job-order, sub-task, or unit of work will be separately addressed. If schedule or milestone reporting is also a reporting requirement under the contract, the breakdown of work task elements should be consistent with that reporting. 10.3 <u>Format and content</u> . The report shall contain the following: 10.3.1 <u>Funds and man-hour expenditure summary</u> . This chart shall contain the following data elements (See Figure 1): 10.3.1.1 <u>Original negotiated contract</u> . A summary of all cost elements associated with the original negotiated contract. This is defined as the contractor's original cost proposal, as negotiated and accepted by the Government. It is that cost as it appears on the original contract document. Its elements shall contain that cost estimate breakdown by category (i.e., direct labor (Sr. Engineer, Jr. Engineer, draftsman, engineering shop, etc.), burden/overhead, material/parts, travel, subsistence, fringe, General and (Continued on Page 2)				
11. DISTRIBUTION STATEMENT <u>DISTRIBUTION STATEMENT A</u> : Approved for public release; distribution is unlimited.				

DI-FNCL-80331

Block 7, Application/Interrelationship (Continued)

7.3 It is not intended that all the requirements contained herein should be applied to every contract or program phase. Portions of this DID are subject to deletion tailoring depending on the management requirements of the solicitation/contract in which it is applied.

7.4 This DID is related to DI-A-5016, Project Planning/Actual Progress Chart (Other than fixed price contracts), and DI-FNCL-80003, Man-Hour Expenditure Chart.

7.5 This DID supersedes DI-A-5001B, DI-A-5003F and U-A-5595.

Block 10. Preparation Instructions (Continued)

Administrative (G & A) fee, outstanding commitments, etc.), as provided in the accepted proposal. Items and amounts specified in this entry shall remain constant on successive reports during the term of the contract.

10.3.1.2 Latest negotiated contract changes. A summary of the latest negotiated contract changes. It shall be a recapitulation of the 10.3.1.1 data elements reflecting all subsequent changes resulting from contract modifications. Breakdown by category shall be as provided in 10.3.1.1 unless altered by a contract modification. Indicate "none" if revised proposals have no effect.

10.3.1.3 Reporting period expenditures. Expenditure data for the current reporting period for the work task categories used in 10.3.1.1 or 10.3.1.2 (as applicable), and covering man hours, funds, and the change (new orders minus fulfilled orders) in outstanding commitments.

10.3.1.4 Cumulative expenditure to date. Cumulative man hour, funds and outstanding commitments expenditure data through the current reporting period for the work task categories used in 10.3.1.1 and 10.3.1.2 (as applicable). Additionally, show the cumulative costs as a percentage of the 10.3.1.1. or 10.3.1.2 costs.

10.3.1.5 Estimated cost-to-complete. The estimated costs required to complete the work task from the reporting date to the date of completion. This estimate shall be defined by categories as they appear in 10.3.1.1 or 10.3.1.2. All estimates shall be justified.

10.3.1.6 Latest cost estimate. An estimate of the final total cost at completion of the work effort. This is derived from 10.3.1.4 and 10.3.1.5. Deviations between the original contract and/or latest negotiated contract change shall be justified/explained in footnote remarks.

10.3.2 Funds expenditure graph. A funds expenditure graph shall be included. The graph shall be reproducible to enable periodic changes reflecting current contract funding status to be entered. The graph shall portray, on a periodic basis, the planned versus actual total dollar expenditures and the percentage of the total contract dollars that the expenditure represents (See Figure 2).

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Block 10. Preparation Instructions (Continued)

10.3.3 Work completed graph. A work completed graph shall be included that reflects the percentage of work completed by the contractor through the current reporting period. The graph shall plot actual completion versus planned completion, and shall be maintained current and be fully legible and reproducible (See Figure 3).

DI-FNCL-80331

FUNDS AND MAN HOUR EXPENDITURE SUMMARY												SUMMARY/WORK PACKAGE TITLE _____ REPORTING PERIOD: _____	
DATE PREPARED: _____ CONTRACT NO: _____ CONTRACTOR: _____													
A		B		C		D			E		F		
ORIG. NEGOTIATED CONTRACT		LATEST NEGOTIATED CONTRACT CHANGES		REPORTING PERIOD EXPENDITURES		CUMULATIVE EXPENDITURES TO DATE			ESTIMATED COST TO COMPLETE		LATEST COST ESTIMATE		
A1	A2	B1	B2	C1	C2	D1	D2	D3					
MAN HOURS	DOLLAR VALUE	MAN HOURS	DOLLAR VALUE	MAN HOURS	DOLLAR VALUE	TOTAL MAN HOURS	DOLLAR VALUE	% DOLLAR VALUE*					
1. DIRECT LABOR													
EMPLOYEE CLASS													
()													
()													
()													
()													
()													
()													
()													
()													
TOTAL LABOR													
BURDEN/OVERHEAD													
2. TOTAL LABOR & BURDEN/OVERHEAD													
3. MATERIALS & PARTS													
4. TRAVEL EXPENSES													
5. OTHER DIRECT COSTS \$													
6. SUB-TOTAL COSTS \$													
SUM OF 2 THROUGH 6													
7. GENERAL & ADMINISTRATIVE COSTS													
8. TOTAL COST													
SUM OF 6 & 7													
9. FEE (OR PROFIT)													
TOTAL CONTRACT AMOUNT \$													
SUM OF 8 & 9													
OUTSTANDING COMMITMENTS***													
TOTAL COMMITMENTS AND EXPENDITURES													

* THIS FIGURE SHALL BE CALCULATED AS PERCENTAGE OF THE LATEST NEGOTIATED CONTRACT CHANGES, NEGOTIATED CONTRACT, IF ANY; OTHERWISE AS A PERCENTAGE OF THE ORIGINAL NEGOTIATED CONTRACT.

** THE INCURRENCE OF EXPENDITURES IN EXCESS OF THE CONTRACT AMOUNT REQUIRES APPROPRIATE AUTHORIZATIONS BY THE CONTRACTING OFFICER.

*** UNFILLED PURCHASE ORDERS AT END OF REPORTING PERIOD.

NOTE: THIS FIGURE SERVES ONLY AS AN ILLUSTRATION OF THE TYPES OF ENTRIES REQUIRED FOR A FUNDS AND MAN HOURS EXPENDITURE SUMMARY AND PROVIDES A SAMPLE FORMAT.

FIGURE 1. Sample funds and man hour expenditure summary

DI-FNCL-80331

FUNDS EXPENDITURE AND WORK COMPLETED GRAPHS

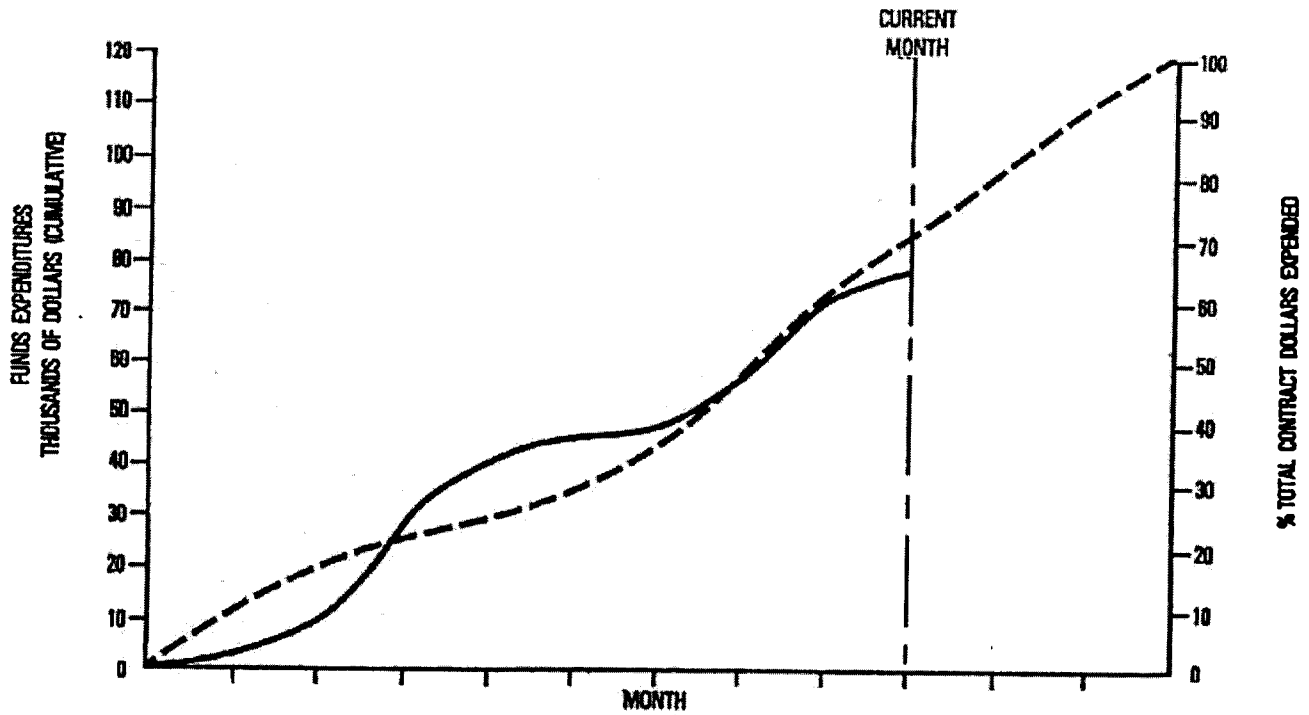


FIGURE 2. Funds expenditure graph

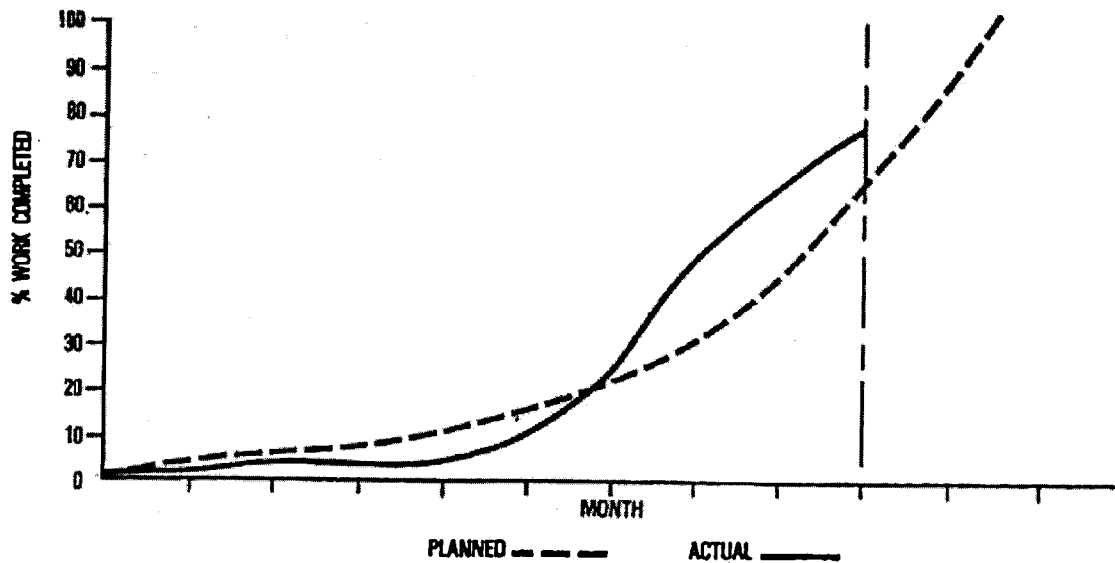


FIGURE 3. Percent work completed graph

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
2. TITLE STATUS REPORT		1. IDENTIFICATION NUMBER DI-MGMT- 80368		
3. DESCRIPTION/PURPOSE 3.1 The Status Report documents the status of contractor effort towards achieving contract objectives. It identifies accomplishments to date and difficulties encountered, and compares the status achieved to planned goals and the resources expended. It is used by the Government to monitor and evaluate contractor performance.				
4. APPROVAL DATE (YYMMDD) 870608	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) G/T213	6a. DTIC APPLICABLE	6b. GPOEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 It is not intended that all the requirements herein should be applied to every program. Portions of this DID are subject to tailoring by deletion depending on the specific status reporting requirements of the project. (Continued on Page 2)				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER G4130
10. PREPARATION INSTRUCTIONS 10.1 <u>Format</u> . The Status Report may be in contractor format. 10.1.1 <u>Identification</u> . The data indicated below shall be contained on a title page or on the first page of the report. a. Title/identification of the system/component/program/project. b. Type of report (e.g., monthly, interim, final). c. Period covered by the report. d. Contract number. e. Preparing activity or contractor's title. f. Security classification, when required. g. Distribution Statement 10.1.2 <u>Page size</u> . The report shall be on 8 1/2 by 11 inch (metric A4) paper. 10.2 <u>Content</u> . The report shall contain the following: 10.2.1 <u>Summary</u> . The summary shall include a brief statement of the overall project status, covering the accomplished technical activities and development, objectives of efforts, summary results of efforts, identification of major problems/deficiencies with impact, and recommended solutions. 10.2.2 <u>Body of report</u> . The Status Report shall contain the following items, where applicable: (Continued on Page 2)				
11. DISTRIBUTION STATEMENT <u>DISTRIBUTION STATEMENT A</u> : Approved for public release; distribution is unlimited.				

DI-MGMT-80368

Block 7, Application/Interrelationship (Continued)

7.3 This DID is related to DI-FNCL-80331, Funds and Man-Hour Expenditure Report which can be used in conjunction with this report if Block 10 paragraph 10.2.2.3 below is deleted.

7.4 This data item description supersedes DI-A-5004A, DI-A-5008A, DI-A-5028, and DI-E-5039B.

Block 10, Preparation Instructions (Continued)

10.2.2.1 Milestone/task status. The status of each milestone/task as defined by the statement of work or contract, as applicable:

a. A statement as to whether or not the program/project/task is on schedule; if not, the effort planned to meet the schedule shall be indicated. Include an overall status of each milestone, task, or unit of work. Include updated schedule sheets, milestone charts, or task synopsis sheets identifying phase of task and percentage of completion of each task, technical instruction, or order.

b. A comparison of achieved end-product performance capabilities projected against contract baseline values, requirements, or allocations.

c. Effort expended on each task to date, and a brief description of technical developments and accomplishments.

d. Key dates in any testing program and a description of tests performed and significant test results. If applicable, a description of the amount and type of down time on the equipment or system under test.

e. A list of all designs completed and a brief description of each item. For designs in process, provide estimated dates for design and drawing completion.

f. A narrative of outstanding problems existing as of the previous status report, and their resolution status.

g. New problem areas encountered or anticipated, their effect on the overall work effort/project, and steps being taken to remedy problem situations.

h. Significant results of conferences, trips, or directives from the Contracting officer's representatives.

i. Any other information which may cause significant changes in the program schedule.

10.2.2.2 Future plans. Summary of future plans, recommendations and proposals both for the next reporting period and for any long term plans.

10.2.2.3 Itemized man-hours and costs. Itemized man-hour and cost expenditure incurred for the reporting period by category and task, total contractual expenditures, and funds remaining as of the reporting date.

10.2.2.4 Contract deliveries status. The status of each deliverable end item, including data deliveries, as required by the contract. Provide item and contract identification, shipping/transmittal data; acceptance status, security classification, and scheduled due date information.

10.2.3 Appendices. Appendices, where applicable, for tables, references, charts, or other descriptive material. Each appendix shall be identified and referenced in the appropriate area of the report: